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## Commonwealth of Pennsylvania and Association of Pennsylvania State College and University Faculties (1974)

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## Commonwealth of Pennsylvania and Association of Pennsylvania State College and University Faculties (1974)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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# COLLECTIVE BARGAINING AGREEMENT

between

**Association of Pennsylvania  
State College and University  
Faculties**

and

**Commonwealth of Pennsylvania**



Second Printing June 1, 1977

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Collective Bargaining Agreement  
ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES  
COMMONWEALTH OF PENNSYLVANIA

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THIS AGREEMENT made and entered into this 2nd day of October, A.D. 1974, by and between the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH") for and on behalf of itself, the Department of Education, the State Board of Education, the Council of Higher Education, the Board of State College and University Directors, the State Colleges and Indiana University ("COLLEGES") and their respective Boards of Trustees, of the first part and ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES ("APSCUF"), of the second part.

WITNESSETH:

APSCUF has been certified to represent, for purposes of collective bargaining, department chairpersons, full-time teaching faculty (including librarians with faculty status) part-time teaching faculty and librarians without faculty status and faculty members of the COLLEGES whose basic responsibilities lie outside of the classroom setting.

APSCUF and the COMMONWEALTH, desiring to cooperate each with the other in mutual respect and harmony, have agreed to the provisions of this Agreement in consideration of the following:

1. The COLLEGES exist for the common good of the citizens of the COMMONWEALTH, particularly the students who attend such COLLEGES. In a world of rapid change and recurring crises, all will be served best by an intellectual environment which encourages the search for truth.
2. APSCUF as the representative of the above named employees recognizes its obligation to permit all individuals and groups on each campus to be included in the consideration of matters relating to them.
3. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational opportunities at the COLLEGES and assert their intention to abide by both the letter and spirit of the terms of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

For the purposes of this Agreement, the following definitions shall be applied:

"ACADEMIC FACULTY" -- The bargaining unit consisting of department chairpersons, full-time teaching faculty including librarians with faculty status, part-time teaching faculty, librarians without faculty status and faculty members whose basic responsibilities lie outside of the classroom setting who have, by certification of the Pennsylvania Labor Relations Board (PLRB), been designated as ACADEMIC FACULTY (PERA-R-775-C).

"ADMINISTRATIVE FACULTY" -- The bargaining unit consisting of faculty members whose basic responsibilities lie outside of the classroom who have not been designated as ACADEMIC FACULTY (PERA-R-1354-C).

"APSCUF" -- The Association of Pennsylvania State College and University Faculties, Inc.

"COLLEGES" -- All institutions of the Pennsylvania State College System including Bloomsburg State College, California State College, Cheyney State College,

Clarion State College, East Stroudsburg State College, Edinboro State College, Indiana University of Pennsylvania, Kutztown State College, Lock Haven State College, Mansfield State College, Millersville State College, Shippensburg State College, Slippery Rock State College and West Chester State College; and their respective branch campuses.

"COMMONWEALTH" -- The Commonwealth of Pennsylvania for and on behalf of itself, the Department of Education, the State Board of Education, the Council of Higher Education, the Board of State College and University Directors, the COLLEGES and their respective Boards of Trustees.

"FACULTY" or "FACULTY MEMBERS" -- All members of the bargaining units described in PLRB cases Numbers PERA-R-775-C and PERA-R-1354-C.

Article I.      RECOGNITION

The COMMONWEALTH and the COLLEGES and each of them recognize APSCUF as the sole and exclusive bargaining agent for FACULTY MEMBERS in the bargaining units above described and certified by the Pennsylvania Labor Relations Board in Case Nos. PERA-R-775-C, and PERA-R-1354-C, with respect to the COMMONWEALTH's obligations both to "negotiate" and to "meet and discuss", as those terms are used in Sections 701 and 702, respectively, of the Public Employe Relations Act ("Act 195").

Article II      ACADEMIC FREEDOM

A. A FACULTY MEMBER is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic or administrative duties; but research or employment for pecuniary return, which might ostensibly interfere with the satisfactory performance of his/her duties to the COLLEGE, should be based upon an understanding with the authorities of the COLLEGE.

B. A FACULTY MEMBER is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

C. A COLLEGE FACULTY MEMBER is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from COLLEGE censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her COLLEGE by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a spokesperson of the COLLEGE(S).

D. 1. FACULTY MEMBERS are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids.

2. There shall be no censorship of library materials.

3. With respect to 1 and 2 above, budgetary limitations may restrict the quantity of items to be purchased.

E. Since certain aspects of the information obtained by a FACULTY MEMBER in the course of his/her work can be considered privileged, no FACULTY MEMBER shall be required to disclose such information unless he/she deems it to be in the best interest of his/her student or his/her profession. The COLLEGE will immediately advise the FACULTY MEMBER of any effort, by action of law or otherwise, to secure records or other information obtained by the FACULTY MEMBER. In no event shall the COLLEGE exercise any disciplinary action against a FACULTY MEMBER because of his/her assertion of privilege with regard to information under his/her control.

F. The provisions of this Article shall not be construed so as to deprive the COLLEGE or its designees of its right of access to and/or possession of files, records or materials maintained by FACULTY MEMBERS in behalf of the COLLEGE, provided, however, that grade books shall remain in the possession of the FACULTY MEMBER so long as he/she remains on the campus.

Article III      FAIR PRACTICES

A. Neither party hereto nor any FACULTY MEMBER shall discriminate against any other FACULTY MEMBER or candidate for employment on the basis of race, creed, color, sex, family status, age, national origin, APSCUF membership or activity or lack thereof, or political belief and/or affiliation.

B. There shall be no discrimination by either of the parties hereto or any FACULTY MEMBER against members of the same family regarding concurrent employment at any COLLEGE.

C. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the Commonwealth's Affirmative Action Program, the provisions of such orders, laws and rules shall prevail.

D. The parties shall meet and discuss, during the term of this Agreement, on such aspects of this Article that are of mutual interest.

#### Article IV DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

A. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the COLLEGE(S) and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the COLLEGE(S).

B. Institutions of higher education are committed to open and rational discussion as a principal means for the clarification of issues and for the solution of problems. In the solution of certain difficult problems, all members of the academic community must take note of their responsibility to society, to the COLLEGE(S), and to each other, and must recognize that at times the interests of each may vary and will have to be reconciled. Unprotected acts which interfere with the activities of the COLLEGE(S), freedom of movement on the campus, or freedom of all members of the academic community to pursue their rightful goals, are the antithesis of academic freedom and responsibility. So also are such acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer and to pursue research. It is incumbent upon each member of the academic community to be acquainted with his/her individual responsibilities, as delineated by the appropriate COLLEGE(S) statements.

C. The universal responsibility of the teaching FACULTY MEMBER is effective teaching. A proper academic climate can be maintained only when members of the academic community meet their fundamental responsibilities regularly, such as preparing for and meeting their assignments, conferring with and advising students, evaluating fairly and reporting promptly student achievement, and participating in group deliberations which contribute to the growth and development of the students and the COLLEGE(S). All members of the academic community also have the responsibility to accept those reasonable duties assigned to them within their fields of competence. Additionally, FACULTY MEMBERS have the responsibility, within the academic community, to attempt honestly and in good conscience to preserve and defend the goals of the COLLEGE(S) without being restricted in the right to advocate change.

#### Article V. GRIEVANCE PROCEDURE AND ARBITRATION

##### A. Intent

It is the declared objective of the COMMONWEALTH, COLLEGES and APSCUF to encourage the fair and equitable resolution of grievances. In order to effect a prompt and efficient resolution of grievances, the COMMONWEALTH, the COLLEGES, APSCUF and the FACULTY shall make available one to the other all known relevant

facts so as to enable the parties to resolve grievances, in the interest of maintaining harmony and cordiality within the campus environment. The parties further agree that except as otherwise specifically provided in this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of grievances.

A grievance may be filed by a FACULTY MEMBER, group of FACULTY MEMBERS or APSCUF. APSCUF may present a policy grievance (one which affects more than one (1) person) at any step of the grievance procedure prior to arbitration.

B. Definitions

1. a. A "grievance" is an allegation or complaint that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement; or any complaint alleging improper, arbitrary or discriminatory enforcement or application of the COMMONWEALTH/COLLEGE then existing rules, regulations, practices and/or procedures relating to wages, hours, terms and conditions of employment.

b. Anything herein to the contrary notwithstanding, decisions involving the non-reappointment of nontenured FACULTY MEMBERS shall be governed exclusively by the provisions pertaining thereto as contained in Article XIV hereof, RENEWALS AND NON-RENEWALS.

2. "COLLEGE Calendar Day" as used herein shall mean a day when classes or examinations are scheduled in accordance with the official COLLEGE calendar.

C. Procedure

Step 1. APSCUF, a FACULTY MEMBER, or a group of FACULTY MEMBERS shall present a grievance orally and informally at the lowest management level having authority to dispose of the grievance. The management representative shall investigate the grievance as he/she shall deem appropriate and respond to APSCUF and/or the grievant orally or in writing.

Step 2. If the grievance is not satisfactorily resolved at Step 1 within the time frame specified below, the grievant or APSCUF shall reduce the grievance to writing, stating the facts giving rise thereto. Such written grievances shall be submitted to the President or his/her designee; provided, however, that no grievance may be processed at this step or any subsequent step unless it has been filed in writing within thirty (30) COLLEGE calendar days of the occurrence giving rise to the grievance or within thirty (30) COLLEGE calendar days of the date on which the grievant has learned or should have learned of such occurrence, whichever is later. The President or his/her designee shall have twenty (20) COLLEGE calendar days following the receipt of such written grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant and/or the local APSCUF grievance chairperson or his/her designee where appropriate and to submit a written response to the grievant and APSCUF.

Step 3. If the grievance is not suitably resolved in Step 2, the grievant or APSCUF may, within ten (10) COLLEGE calendar days after receipt of the written decision from the President submit a written appeal to the Secretary of Education. The Secretary of Education shall have fifteen (15) calendar days following the receipt of such written appeal to submit a written response to the grievant and APSCUF.



D. Binding Arbitration

If the grievance is not suitably resolved in Step 3 above, APSCUF, but not an individual FACULTY MEMBER, may, within thirty (30) COLLEGE calendar days of the receipt of the written response in Step 3, notify the COMMONWEALTH's Secretary of Administration or his/her designee of its intent to submit the grievance to binding arbitration. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) calendar days of receipt of the above notice, the matter shall, forthwith, be submitted to the Pennsylvania Bureau of Mediation ("BUREAU") and the BUREAU shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If no mutually acceptable selection is made by the parties after the elimination of the second list, the BUREAU shall appoint the arbitrator in accordance with its rules then obtaining. Anything herein to the contrary notwithstanding, individuals named by the BUREAU should be familiar with all aspects of the academic environment. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he/she is to have no authority to add to, subtract from, or modify this Agreement.

In all cases, arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association then obtaining. The arbitrator's fees and those of the BUREAU (if any) shall be shared equally by APSCUF and the COMMONWEALTH, but each party shall bear its own cost of presenting its case to the arbitrator.

E. A FACULTY MEMBER may appeal any discipline or discharge for just cause beginning at the third step of this grievance procedure. Any such appeal must be presented in writing within ten (10) COLLEGE calendar days after the occurrence giving rise thereto or within ten (10) COLLEGE calendar days of the date on which the grievant has learned or should have learned of such occurrence, whichever is later. APSCUF shall be notified promptly by the COMMONWEALTH/COLLEGES of any discipline or discharge.

F. Time of the Essence

1. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written or oral mutual agreement, for any reason; and, provided, further, that a grievant shall not be penalized as to time if he/she has been misled by a representative of the COMMONWEALTH/COLLEGE(S).

2. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

G. Rights of APSCUF

1. APSCUF's representative(s) shall be advised of the existence of a grievance as soon as the COLLEGE administration becomes aware of its existence.

Article V Continued

2. Subject to the provisions of Section 606 of Act 195, APSCUF's representative(s) shall be permitted to be present at any meetings which the administration holds with a grievant regarding his/her grievance, regardless of whether the grievant wants such representative(s) to be there or not.

3. APSCUF's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of APSCUF's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself/herself and APSCUF shall not interfere with that right.

4. Copies of all transcripts, documents and correspondence filed with respect to the grievance shall be sent to APSCUF as early as is possible and practicable.

H. Settlement

Any settlement, withdrawal or disposition of a grievance at any step below Step 3 in Section C, above, shall not constitute a binding precedent for the settlement of similar grievances in the future.

Article VI DUTIES OF DEPARTMENT CHAIRPERSONS

The department chairpersons' duties, responsibilities, and prerogatives shall include the following:

A. The department chairperson directs the activities of the department, subject to the approval of the Dean/Director. He/She is responsible for the development of department plans, guidelines and internal office operation; he/she directs the department's administrative organization by delegating authority and assigning responsibilities; and he/she represents the academic discipline both on and off campus either personally or by designation of department representatives.

B. The department chairperson is also responsible for recommending to the Dean/Director such matters as personnel actions, curricular changes, course offerings, teaching assignments and the department budget.

C. In all phases of department affairs, the chairperson shall be sensitive to and reflect, but not be restricted to, majority department faculty sentiment unless such restriction is contained in another provision of this Agreement.

Article VII PERFORMANCE OF BARGAINING UNIT WORK

A. Graduate Assistants

Presidents may appoint graduate assistants to be assigned to regular FACULTY MEMBERS to assist in research, instruction, and other professional duties.

B. Academic Managers

1. Academic Managers who perform teaching duties shall be evaluated

Article VII Continued

with respect to such teaching duties in the same manner as any other ACADEMIC FACULTY MEMBER, in accordance with the provisions of Article XII, hereof PROFESSIONAL DEVELOPMENT AND EVALUATION PROCEDURE.

2. An Academic Manager who has held a tenured FACULTY position at his/her COLLEGE may, return to his/her former status in a department which has an opening approved by the President provided he/she is accepted in accordance to Section 2 (other ACADEMIC FACULTY MEMBERS) of Article XI, APPOINTMENT OF FACULTY.

3. An Academic Manager who returns to a former department in accordance with the foregoing procedure shall be given service credit for all prior time spent in what is now the bargaining unit. The chairperson may, subsequent to a majority vote of the members of the department, recommend to the President a specific service credit to be assigned for time that the returning administrator or manager spent outside of the bargaining unit.

C. Academic Faculty and Administrative Faculty

1. Members of the ADMINISTRATIVE FACULTY may perform teaching duties as part of their professional responsibilities.

2. Members of the ADMINISTRATIVE FACULTY who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as any other ACADEMIC FACULTY MEMBERS.

3. ACADEMIC FACULTY MEMBERS performing professional duties of the ADMINISTRATIVE FACULTY shall be evaluated in the same manner as members of the ADMINISTRATIVE FACULTY.

4. Members of the ADMINISTRATIVE FACULTY shall have the right to return to full-time teaching positions within departments in which they have formerly taught subject to the approval of the President and the recommendation of the department.

Article VIII ACCRETION

Should additional COLLEGES, branch campuses of COLLEGE(S), or COLLEGE teaching locations be established, FACULTY MEMBERS employed by the COMMONWEALTH who work at such sites shall be covered by the terms and conditions of this Agreement.

Article IX Rights and Privileges of APSCUF

A. "Meet and Discuss"

1. a. The Secretary of Education or his/her designee shall meet monthly with a committee appointed by APSCUF for the purpose of discussing matters of educational policy and development as well as matters related to the implementation of this Agreement.

Article IX Continued

b. The COLLEGE President or his/her designee shall meet monthly with a committee appointed by APSCUF for the purpose of discussing matters of educational policy and development as well as matters related to the implementation of this Agreement. The functions and responsibilities of ADMINISTRATIVE FACULTY shall also be subject to discussion.

2. Meetings shall be scheduled in such manner and at such times as the parties may mutually determine.

3. A record of the proceedings of each such meeting, which accurately reflects the substance of the discussion, shall be maintained.

B. 1. Duly authorized representatives of APSCUF shall be permitted to transact official APSCUF business on COLLEGE property at reasonable times, provided that such business shall not interfere with or interrupt normal COLLEGE operations or the responsibilities of FACULTY MEMBERS.

2. APSCUF shall have access to the use of COLLEGE equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the COLLEGE. APSCUF shall pay the cost of all materials, supplies and any other charge incident to such use, including postage and telephones.

C. The COMMONWEALTH/COLLEGE(S) shall make available to APSCUF, upon its reasonable request and within a reasonable time thereafter, such accurate information, records, statistics, and financial data related to the bargaining unit, which are in possession of the COMMONWEALTH/COLLEGE(S) and are necessary for negotiations and/or the implementation of this Agreement. The COMMONWEALTH/COLLEGE(S) shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

D. Present practices with regard to the right of FACULTY to participate in meetings of APSCUF shall not be diminished during the term of this Agreement.

E. APSCUF's designated representative shall be given a place on the agenda at formal COLLEGE-wide orientations for FACULTY.

F. The COLLEGE(S) shall advise APSCUF of all openings in FACULTY and management positions, but neither APSCUF nor FACULTY MEMBERS shall have any special rights with respect to any such openings.

G. APSCUF's designated campus representative at each COLLEGE and up to two (2) statewide representatives from all the COLLEGES shall be granted priority in the selection of times for their teaching schedules and other professional responsibilities in order to facilitate the implementation of this Agreement.

H. APSCUF shall have the right to post official notices of its activities on bulletin boards designated for its use by each COLLEGE. It shall also have the right to use the COLLEGE's mail distribution service for APSCUF official communications.

I. The COMMONWEALTH and/or the COLLEGES shall advise the appropriate body of APSCUF two (2) weeks in advance, or promptly after scheduling, of open meetings of the COLLEGE's Board of Trustees, of the Board of State College and University Directors, of the Council of Higher Education and of the State Board of Education; and shall provide APSCUF with a copy of the advance agenda for any such meeting, if one is available. APSCUF, as the exclusive bargaining agent for the FACULTY, shall, at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, APSCUF shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Article X RIGHTS OF THE COMMONWEALTH/COLLEGES

A. The COMMONWEALTH/COLLEGES, at their sound discretion, possess the right, in accordance with applicable laws, to manage all operations including the direction of FACULTY and the right to plan, direct and control the operation of all facilities and property of the COMMONWEALTH/COLLEGES, except as modified by this Agreement.

B. As provided by Act 195, (Section 702), matters of inherent managerial policy are reserved exclusively to the COMMONWEALTH/COLLEGES. These "include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer (COMMONWEALTH/COLLEGES), standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel."

C. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the COMMONWEALTH/COLLEGES in the past.

Article XI APPOINTMENT OF FACULTY

A. Academic Faculty

1. Department Chairpersons

a. The President or his/her designee and a committee selected by the department shall designate the individual or individuals who is mutually acceptable to serve in the post of department chairperson. The chairperson shall be elected (or rejected), by the majority secret ballot vote of the FACULTY MEMBERS within the department, from the individual or individuals designated. Except as provided in Paragraph d, below, this procedure likewise shall apply with respect to the appointment of an interim or acting department chairperson.

b. Department chairperson elections shall be convened no later than May 1, 1975 and thereafter every two (2) years. Newly elected department chairpersons shall take office on June 1 of the year in which elected. Should vacancies occur during the term of office, a special election must be held under the terms described above with the newly elected chairperson serving until the next

regularly scheduled round of departmental elections.

c. Where, in accordance with the COMMONWEALTH/COLLEGE regulations, there is mutual agreement as to the need for an assistant department chairperson, that assistant shall be appointed by the chairperson with the approval of the members of the department and the President. Any such assistant shall serve at the pleasure of the chairperson, and in the event a new chairperson is selected for the department, the assistant chairperson's term shall terminate.

d. Anything herein to the contrary notwithstanding, in the event there can be no agreement as to a mutually acceptable candidate for the office of department chairperson, the President shall have the right to appoint an interim chairperson for a period not to exceed three (3) months, unless a longer period is mutually agreed upon; provided, however, that the President's appointee shall not be an individual previously rejected by the vote of the department.

## 2. Other ACADEMIC FACULTY MEMBERS

a. (1) In the event the President approves the filling of an opening within a department, a candidate, who may be secured from any source, first must be recommended by the department FACULTY in accordance with the procedure developed by that department FACULTY.

(2) The right of a department FACULTY to recommend a candidate for hiring shall also include the right to recommend equivalencies in lieu of the qualifications specified in Act 182 (1963), as amended, for the purposes of hiring.

(3) If a candidate is not recommended by the department FACULTY, he/she shall not be hired. If a candidate is recommended to the department by management and is rejected by the department, the reasons therefor shall be given in writing to the President and or his/her designee.

b. The recommendation of the department FACULTY in accordance with the provisions of Paragraph a, above, then must be reviewed by the department chairperson.

c. After review by the department chairperson, the name of a candidate(s) recommended by the department FACULTY, irrespective of the recommendation of the department chairperson, shall be submitted to the President or his/her designee, together with the recommendations both of the department FACULTY and of the department chairperson. The President or his/her designee may accept or reject the recommendation of the department FACULTY and that decision shall be final; provided, however, that if the recommendation is rejected, the reasons therefor shall be given to the department FACULTY, if requested; and provided, further, that in the event of any such rejection, the procedure specified above shall be repeated until a candidate shall have been appointed to fill the opening.

d. If the President agrees with the department FACULTY's recommendation as to a candidate, he/she shall make the appointment of that candidate to such rank and at such salary as he/she shall deem appropriate.

Article XI Continued

B. Administrative Faculty

1. a. In the event the President approves the filling of an opening within an administrative unit, a candidate who may be secured from any source, first must be reviewed by the ADMINISTRATIVE FACULTY, if any, in the applicable administrative unit in accordance with the procedure developed by that administrative unit.

b. The right of the ADMINISTRATIVE FACULTY of an administrative unit to recommend a candidate for hiring shall also include the right to recommend equivalencies in lieu of the qualifications specified in Act 182 (1963), as amended, for the purposes of hiring.

2. The name of a candidate(s) reviewed by the administrative unit together with the recommendation shall be submitted to the President or his/her designee. The President or his/her designee may accept or reject the recommendation of the administrative unit and that decision shall be final. If the recommendation is rejected, the reasons therefore shall be given to the administrative unit, if requested.

Article XII PROFESSIONAL DEVELOPMENT AND EVALUATION

The process of FACULTY evaluation is perceived broadly as a means for extending opportunities for continuous professional development. The processes are intended to be supportive of a FACULTY MEMBER'S desire for continuing professional growth and academic excellence. With this orientation, FACULTY evaluation will be a contributor to the ongoing improvements of the academic programs of the COLLEGES. Responsibility for the implementation and administration of evaluation procedures rests with the MANAGEMENT of each individual COLLEGE.

A. The following evaluation procedure shall apply to all FACULTY MEMBERS at each COLLEGE.

1. a. Because of diversity of disciplines, departments will have differing needs and, therefore, within the general procedures and standards provided herein, each department of each college may develop specific evaluation procedures and criteria for its own department.

b. Each department shall select a committee to perform the evaluation function and provide for continuity of its operation. The Department Development and Evaluation Committee shall consist of at least three (3) members, excluding the department chairperson, and the manner of selection shall be determined by the FACULTY MEMBERS in each department. If necessary or desirable, individuals from the same or within related disciplines, mutually acceptable to the FACULTY MEMBER, Department, and COLLEGE, from outside the Department or the COLLEGE(S) may be used in any or all parts of the evaluation process. No FACULTY MEMBER or member of his/her immediate family shall serve as a committee member on his/her own evaluation. The committee shall announce the Department rules and procedures under which it will operate during the evaluation period.

2. At the beginning of the first semester of the evaluation period, each FACULTY MEMBER shall meet with the Department Development and Evaluation Committee and the department chairperson or the appropriate management supervisor in the case of ADMINISTRATIVE FACULTY to receive a written copy of the rules and procedures and to discuss the evaluation process.



B. The following evaluation procedures shall apply to all non-tenured FACULTY MEMBERS at each COLLEGE.

1. The department chairperson, or his/her designee chosen after consultation with the Dean, or the appropriate management supervisor, will serve as a FACULTY Colleague to each non-tenured FACULTY MEMBER upon employment. The FACULTY Colleague is to provide assistance to the non-tenured FACULTY MEMBER in meeting expected instructional and non-instructional responsibilities, in meeting departmental and college-wide established criteria for desired performance, and in becoming acquainted with professional opportunities. After joint consultation with the department chairperson and the Dean or the appropriate management supervisor, the non-tenured FACULTY MEMBER may elect to change at any time or discontinue after the first year the assistance of the FACULTY Colleague.

2. a. As a continuation of the employment process, the non-tenured FACULTY MEMBER, with or without the assistance of his/her FACULTY Colleague, will develop a statement(s) concerning his/her understandings of the mutual expectations of the non-tenured FACULTY MEMBER and the COLLEGE. These statements of understanding will include such areas as the non-tenured FACULTY MEMBER's projected performance and growth in the areas of instruction, intellectual growth and development, professional service to the COLLEGE and the community.

b. These statements will be reviewed within the first three (3) months and then annually by the non-tenured FACULTY MEMBER and the department chairperson. They may be revised at the time of the review by the non-tenured FACULTY MEMBER with statements concerning the change attached by either the non-tenured FACULTY MEMBER or the department chairperson. The statements of understanding and all subsequent revisions or attachments will be available to the Departmental Development and Evaluation Committee and placed in the non-tenured FACULTY MEMBER's official personnel file (see Article XIII).

C. The following evaluation procedures shall apply to all tenured FACULTY MEMBERS at each COLLEGE.

1. a. Each tenured FACULTY MEMBER shall be evaluated during the fifth year of employment following the granting of tenure and each fifth year thereafter.

b. In the event that a tenured FACULTY MEMBER is on leave during his/her normal evaluation year, he/she will be evaluated the first year following the leave.

c. Interim evaluation(s) may be conducted at the request of the tenured FACULTY MEMBER or if judged necessary by the department chairperson and the Department Development and Evaluation Committee.

2. The tenured FACULTY MEMBER shall provide a self-evaluation of his/her five-year performance in the areas specified in D.1.c. below and indicate how the five-year experience suggests changes and improvements in college, departmental, and personal aspirations. This self-evaluation shall be one of the basic documents for development and evaluation discussions.

D. The following evaluation procedure shall apply to all teaching FACULTY MEMBERS at each COLLEGE.



1. a. Both the department chairperson and the Department Development and Evaluation Committee shall evaluate annually each non-tenured FACULTY MEMBER in the performance of his/her duties.

b. Both the department chairperson and the Department Development and Evaluation Committee shall evaluate the tenured FACULTY MEMBER in the performance of his/her duties over the entire evaluation period.

c. Evaluation shall include teaching, student advisement, equivalent time assignments, service to the department and COLLEGE, scholarship and promotion of the discipline, scholarly leave, and professional activities supportive of the COLLEGE's role as a resource institution for the COMMONWEALTH. The individual FACULTY MEMBER shall provide both the department chairperson and the Department Development and Evaluation Committee with a written statement of any work or professional activities undertaken that he/she wishes to be included in the evaluation.

2. a. Student evaluation requires the completion of a quantifiable student evaluation instrument. This shall not displace nor diminish the importance of evidence resulting from other departmental procedures or that the students or the FACULTY MEMBER wishes to submit concerning student evaluation.

b. An instrument for student evaluation of FACULTY will be developed and/or adopted and approved by APSCUF, the COLLEGE management, and the student government. A system of Administration and distribution of results of the student evaluation of FACULTY will be devised and approved by APSCUF, the COLLEGE management, and the student government. If, in any year, they fail to devise a procedure and/or an instrument, the department chairperson shall administer a student evaluation. Reproduction and tabulation of the COLLEGE-wide student evaluation instrument will be the responsibility of the COLLEGE management.

c. Student evaluation of the non-tenured FACULTY MEMBER will be administered in all courses each term (twice each academic year).

d. Student evaluation of the tenured FACULTY MEMBER will be administered in all courses two terms of the evaluation year unless other times for administering the student evaluation are mutually agreed upon by the FACULTY MEMBER and the department chairperson.

e. Student evaluation instruments will be used to produce only the distribution of raw scores on each item. Only the instrument, the distribution of scores by item for the FACULTY MEMBER and the distribution of all responses to each item for all FACULTY teaching the same course will be considered in the evaluation process.

f. The distribution (see b. above) of the teaching FACULTY MEMBER's student evaluation is to include minimally one (1) copy for the FACULTY MEMBER. It will be the responsibility of the FACULTY MEMBER to make the student evaluation data available to the Department Development and Evaluation Committee and the department chairperson upon request during the evaluation process.

Article XII Continued

g. The overall evaluations (see G.1. below) must demonstrate that full consideration has been given to the student evaluations. The FACULTY MEMBER may place his/her interpretation and/or the tabulation of data in his/her official personnel file.

3. a. Peer evaluation made by the Department Development and Evaluation Committee and the department chairperson shall include reports of classroom visitation. This shall not displace nor diminish the importance of other evidence of the degree to which the FACULTY MEMBER's responsibilities have been met during the evaluation period.

b. The Department Development and Evaluation Committee shall select at least one (1) of its members to observe each non-tenured FACULTY MEMBER in the classroom performance of his/her duties at least twice each term (a minimum of four [4] times a year) during the entire probationary period. The department chairperson or his/her designee shall make at least one (1) classroom observation of each non-tenured FACULTY MEMBER per academic year. The department chairperson and the Department Development and Evaluation Committee member may make additional observations if necessary, or upon request of the non-tenured FACULTY MEMBER. Additional observations may be made during summer sessions.

c. The Department Development and Evaluation Committee shall select at least one (1) of its members to observe each tenured FACULTY MEMBER in the classroom performance of his/her duties two terms of the evaluation year unless other times are mutually agreed upon by the FACULTY MEMBER and the department chairperson. The department chairperson or his/her designee shall make at least one (1) classroom observation of each tenured FACULTY MEMBER during the evaluation year. The department chairperson and the Department Development and Evaluation Committee member may make additional observations if necessary, or upon request of the tenured FACULTY MEMBER. Additional observations may be made during summer sessions.

d. A written report of each classroom observation, with specific reference to previously established departmental criteria, including suggestions for improvement, if needed, shall be given to the FACULTY MEMBER, with a copy sent to the department chairperson, within five (5) working days (if possible) of the observation, the observer shall discuss the observation with the FACULTY MEMBER, who shall be given an opportunity for written comment. The FACULTY MEMBER shall sign all copies of the report indicating that a conference has been held and that he/she has read the report. A signed copy, along with any comment he/she may wish to make, shall then be placed in his/her personal development file (see G.3. below) and official personnel file.

E. The following evaluation procedures shall apply to all ADMINISTRATIVE FACULTY at each COLLEGE.

1. a. For evaluation purposes, ADMINISTRATIVE FACULTY at each COLLEGE shall be grouped in a department(s).

b. The management supervisor and the Department Development and Evaluation Committee shall evaluate the ADMINISTRATIVE FACULTY MEMBER in the performance of his/her duties over the evaluation period. Evaluation should

include the performance of duties as described in the official position description, service to the department and college, scholarship and promotion of the discipline, equivalent time assignments, scholarly leave, and professional activities supportive of the college's role as a resource institution for the COMMONWEALTH. The individual ADMINISTRATIVE FACULTY MEMBER shall provide both the management supervisor and the Department Development and Evaluation Committee with a written statement of any work or professional activities that he/she wishes to be included in the evaluation.

2. a. The evaluation made by the Department Development and Evaluation Committee and the management supervisor shall include written reports of the manner and degree to which the ADMINISTRATIVE FACULTY MEMBER has performed his/her duties with specific reference to previously established criteria and including suggestions for improvement, if needed.

b. The Department Development and Evaluation Committee shall devise the means by which evidence concerning performance of duties shall be obtained.

F. The following evaluation procedure shall apply to all FACULTY Librarians at each COLLEGE.

1. The Department Development and Evaluation Committee shall evaluate the FACULTY Librarian in the performance of his/her duties over the evaluation period. Evaluation should include the performance of duties as described in the official position description, service to the department and the COLLEGE, scholarship and promotion of the discipline, equivalent time assignments, scholarly leave, and professional activities supportive of the COLLEGE's role as a resource institution for the COMMONWEALTH. The individual Librarian shall provide the Department Development and Evaluation Committee with a written statement of any professional work and activities that he/she wishes to be included in the evaluation.

2. a. The evaluation made by the Department Development and Evaluation Committee shall include written reports of the measure and degree to which the FACULTY Librarian has performed his/her duties with specific reference to previously established criteria and including suggestions for improvement if needed.

b. The Department Development and Evaluation Committee shall devise the means by which evidence concerning performance of duties shall be obtained.

G. The following evaluation procedure shall apply to all FACULTY MEMBERS at each COLLEGE.

1. a. At the end of the evaluation year for the tenured FACULTY MEMBER or in time to meet the requirements of notification of non-renewal of non-tenured FACULTY MEMBERS each academic year, both the Department Development and Evaluation Committee and the department chairperson, where appropriate, shall prepare separate written evaluations. These overall evaluations will consider the performance of the FACULTY MEMBER as provided in Sections A through F. The department chairperson and the Department Development and Evaluation Committee shall review the overall evaluations jointly.

b. Where there is disagreement between the Department Development and Evaluation Committee and department chairperson and before any reports are filed, an attempt should be made to develop mutually acceptable recommendations. In any case, the complete evaluation shall be transmitted through the appropriate administrative channels to the COLLEGE President.

c. If the department chairperson and the Department Development and Evaluation Committee are in general agreement, the chairperson shall discuss the overall evaluations with the FACULTY MEMBER, indicating both his/her strengths and his/her weaknesses. They shall make recommendations for improvement in the event of noted deficiencies and shall attempt to offer guidance in overcoming such deficiencies.

d. For ADMINISTRATIVE FACULTY the appropriate management supervisor should replace the department chairperson in a, b, and c above. For Librarians the department chairperson is not applicable.

2. If the FACULTY MEMBER agrees to accept an evaluation, he/she shall sign all copies before the report is forwarded through the appropriate administrative channels to the COLLEGE President. Should the FACULTY MEMBER disagree with an evaluation, he/she also shall sign all copies indicating that he/she has read the report but disagrees. The FACULTY MEMBER may attach any personal statements he/she desires to the report before it is so forwarded to the official personnel file (Article XIII), and shall be entitled to discuss areas of disagreement with the appropriate administrators. The FACULTY MEMBER shall receive a copy of his/her evaluation report(s) to be placed in the FACULTY MEMBER's personal development file (see 3.a.).

3. a. Each FACULTY MEMBER will keep a personal development file. This file will contain an updated curriculum vitae, a copy of the non-tenured FACULTY MEMBER's statements of understanding, and documents and forms pertinent to the evaluation and development process which are contained in the official personnel file as provided in this Article.

b. The personal development file will be made available to the chairperson or his/her designee and the departmental committee(s) responsible for evaluation, tenure, merit, and promotion when in formal session.

Failure of the FACULTY MEMBER to supply his/her personal development file to the department chairperson and the Department Development and Evaluation Committee may create an unfavorable presumption in their deliberations.

4. In the case of evaluation of a department chairperson, those steps in the evaluation process in this Article which involves the department chairperson shall be performed by a FACULTY MEMBER acceptable to the chairperson and the Departmental Development and Evaluation Committee.

H. Anything herein to the contrary notwithstanding, if special circumstances so require, variations from the aforementioned procedures may be adopted if mutually agreed upon by the parties directly involved.

Article XIII PERSONNEL FILES

A. 1. Each COLLEGE shall maintain one (1) confidential, complete official personnel file for each FACULTY MEMBER. No anonymous material shall be placed in the official personnel file, and a FACULTY MEMBER shall have the right to receive a copy of all material placed therein.

2. In addition, there may be one (1) official pre-employment file which also shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the COLLEGE. At the time of the granting of tenure all letters of reference and recommendation shall be destroyed and academic credentials shall be transferred to the confidential personnel file.

3. A FACULTY MEMBER shall have the right to make such additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary. Only material which is directly related to the FACULTY MEMBER's work performance shall be included in the confidential personnel file.

B. 1. A FACULTY MEMBER shall have access to his/her official personnel file during regular office hours provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the FACULTY MEMBER, and his/her access to the file shall be only in the presence of someone in authority in the office.

2. In addition to the FACULTY MEMBER, only the President or his/her designee shall have access to the official personnel file, without the express written approval of the FACULTY MEMBER.

3. The FACULTY MEMBER shall have no right of access to the official confidential pre-employment file.

Article XIII Continued

4. APSCUF shall have access to the official personnel file of a FACULTY MEMBER at reasonable times during regular office hours, after having given reasonable notice, provided it first shall have obtained the express written approval of that FACULTY MEMBER.

5. Departmental and COLLEGE-wide tenure and promotion committees shall have access to the official personnel file of any FACULTY MEMBER who is being considered for tenure and/or for promotion who, at the time of application, gives approval in writing. The application form of each COLLEGE shall include a statement giving the applicant an option to either submit or withhold the file.

C. If the official personnel file is duly subpoenaed in accordance with law, the FACULTY MEMBER shall be notified at the earliest possible time.

Article XIV RENEWALS AND NON-RENEWALS

A. All FACULTY MEMBERS are automatically renewed for the following academic year unless proper non-renewal procedures are followed. Any FACULTY MEMBER who does not intend to return for the following academic year shall so notify the COLLEGE at the earliest possible time, but not later than March 31 of the then current year.

B. Notice of non-renewals for the next academic year shall be offered no later than the following dates:

1. First-year FACULTY MEMBERS - March 1.
2. Second-year FACULTY MEMBERS - December 15.

3. FACULTY MEMBERS beyond the second year - September 15; provided, however, that if the fourth year is to be a terminal year, notice to that effect must be given not later than May 31 of the third year.

This Section shall not apply to those FACULTY MEMBERS who have temporary appointments and/or who have been given proper notice of a terminal contract.

The aforementioned time periods shall be computed only from the most recent date of appointment at the COLLEGE.

C. 1. In the event a first-year FACULTY MEMBER is denied renewal, the reason for such denial shall be given to the individual in writing, if requested. If the reason for non-renewal is questioned by the FACULTY MEMBER, he/she may request a review of the decision of the President. The President shall then appoint a committee which shall review the decision and shall forward its opinion to the President. If the FACULTY MEMBER chooses to be represented by counsel, all fees and expenses for this representation shall be borne by the FACULTY MEMBER. The final decision of the President shall be final and binding in all respects, and the FACULTY MEMBER shall have no recourse to the provisions of Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION. The FACULTY MEMBER shall retain such rights as may be provided him/her by law.

2. a. A non-tenured FACULTY MEMBER with more than one (1) year of service at the COLLEGE shall not be denied renewal without just cause, which shall be stated in writing if the FACULTY MEMBER so requests. If the reason for non-renewal is questioned by the FACULTY MEMBER, he/she shall have the right to process the non-renewal as a grievance under the procedure specified in said Article V, hereof, provided, however, that this procedure may commence at Step 2, or below, within ten (10) COLLEGE calendar days of the receipt of the written notice, provided, however, that the final step shall be Step 3 (Secretary of Education), and the decision at that step shall be final and binding in all respects. Such FACULTY MEMBER, however, shall retain such rights as may be provided him/her by law.

b. Anything herein to the contrary notwithstanding, Step 2 of the grievance procedure (President) shall, in the case of a non-tenured FACULTY MEMBER who has more than one (1) year of service at the COLLEGE, include if requested by the FACULTY MEMBER, a due process hearing involving a committee chosen by and from the COLLEGE FACULTY. Such hearing shall be conducted pursuant to a procedure (including the method of selecting the committee) as is mutually agreed upon between the President and APSCUF. The procedure shall include a written statement of the reasons for non-renewal (if such have not already been given), adequate written notice of the time and place of the hearing, the right to counsel and to APSCUF representation, the right to examine evidence, the right to offer evidence and to examine and cross-examine witnesses and the right to have a stenographic transcript. In case any such hearing is held, the COLLEGE shall assist, to the extent practicable, in making witnesses and relevant information available to the FACULTY MEMBER and APSCUF. (See APPENDIX I, DUE PROCESS HEARING PROCEDURES)

c. Within a reasonable time after the conclusion of the hearing, but not more than fifteen (15) COLLEGE calendar days thereafter, the committee shall advise the President, the grievant and APSCUF of its findings and conclusions. The findings and conclusions as sent to the President, the grievant and APSCUF, shall be in writing and shall be signed by all members of the committee, noting dissents (if any) and shall be accompanied by a copy of the stenographic transcript if one was made. Such findings and conclusions shall be recommendatory only to the President, who shall have the right to make his own decision even though it may be at variance with the committee's recommendation.

d. Only the affected FACULTY MEMBER shall be authorized to publicize the findings and/or conclusions of the committee and/or the record of the hearing.

e. If the President's decision is adverse to the FACULTY MEMBER, he/she or, if authorized by him/her, APSCUF shall have the right to appeal to the Secretary of Education in writing, fully setting forth the reasons for the appeal. The Secretary of Education shall, without unreasonable delay after receiving a written appeal, render a written decision with respect thereto. Such written decision of the Secretary shall be final and binding in all respects.

f. The time limits provided in Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, shall, with respect to appeals to subsequent steps of the grievance procedure, be equally binding in this Article.

g. All contracts of appointments and of renewal for ACADEMIC



FACULTY normally shall be made for an academic year as determined by the Presidents of the respective COLLEGE(S), except as otherwise modified by this Agreement.

h. All contracts of appointments and of renewals for ADMINISTRATIVE FACULTY shall be made either for an academic year or for a calendar year as determined by the Presidents of the respective COLLEGE(S).

Article XV TENURE

A. Definition

1. ACADEMIC FACULTY -- "Tenure" shall mean the right of an ACADEMIC FACULTY MEMBER to hold his position and not to be removed therefrom except for just cause as hereinafter set forth.

2. ADMINISTRATIVE FACULTY -- "Tenure" shall mean the right of an ADMINISTRATIVE FACULTY MEMBER to continue in employment as a member of the FACULTY and not be removed therefrom except for just cause as hereinafter set forth.

3. a. Within sixty (60) days of the signing of this Agreement the parties shall meet to develop a mutually acceptable, uniform Due Process procedure.

b. At such time as this procedure is completed and agreed to by the parties, it shall be substituted for the relevant sections of Article XIV above.

c. Until the development of the revised Due Process procedure, all current FACULTY rights guaranteed under the present Due Process procedure shall remain in full force and effect. (See APPENDIX I, DUE PROCESS HEARING PROCEDURES)

B. Except as otherwise specifically provided in this Agreement, there shall be a probationary period of three (3) full academic years at the COLLEGE (from the most recent date of appointment) for each FACULTY MEMBER. During the probationary period the FACULTY MEMBER shall be observed and evaluated in accordance with the provisions of Article XII, hereof, PROFESSIONAL DEVELOPMENT AND EVALUATION PROCEDURE. Only full-time employment at the COLLEGE in a non-temporary position shall be counted in computing the probationary period; provided, however, that a department, with the approval of the President, may include temporary service in computing the probationary period.

C. At the end of the three-year probationary period, a FACULTY MEMBER shall either be granted tenure or not be renewed, in accordance with the procedures of Article XIV, hereof, RENEWALS AND NON-RENEWALS. If a decision not to grant tenure is made at the end of the third year and the FACULTY MEMBER is so notified by May 31, the contract for the fourth year shall be a terminal contract.

D. All present FACULTY MEMBERS who hold tenure as the result of procedures established at their respective COLLEGES shall continue in that status.

E. The procedure for granting tenure shall be:



1. A department/administrative unit committee which shall include tenured FACULTY MEMBERS, if available, shall recommend to the COLLEGE-wide tenure committee, elected by and from the FACULTY, the names of those eligible members of the department whom they consider to be qualified for tenure; provided, however, that the department chairperson/immediate supervisor shall make an independent recommendation to that committee regarding those other than himself/herself who may have been recommended by the department committee. The recommendation of the department administrative unit/committee and of the department chairperson/immediate supervisor shall be completed no later than March 1 (November 1 for FACULTY MEMBERS with January anniversary dates), and by that date the department chairperson/immediate supervisor shall submit the full list of applicants, together with a recommendation with respect to each eligible member, in writing, to a COLLEGE-wide tenure committee, and a copy of the full list shall be forwarded to the President. In no case shall a FACULTY MEMBER take part in the consideration of tenure for himself/herself.

2. The COLLEGE-wide tenure committee shall review all tenure recommendations received from the departments/administrative units and shall, by April 1 (December 1 for FACULTY MEMBERS with January anniversary dates) submit its recommendations (positive and negative) to the President or his designee.

3. The President shall grant tenure effective as of the beginning of the next academic term to those FACULTY MEMBERS whom he approves.

4. The President shall notify each eligible FACULTY MEMBER, individually in writing of either the positive or negative decision made with respect to the granting of tenure. The President shall make his/her decision by May 31 (December 31, for FACULTY MEMBERS with January anniversary dates), and in the event he/she does not grant tenure to a FACULTY MEMBER who has been so recommended by the College-wide tenure committee, the reasons therefore shall be given to such committee and the affected FACULTY MEMBER(S), if requested.

5. No FACULTY MEMBER shall be denied tenure solely because the aforesaid procedures were not followed. The President shall act independently if the committee(s) fail to act within the time limits specified.

F. 1. A tenured FACULTY MEMBER may be terminated or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected FACULTY MEMBER and APSCUF, and that FACULTY MEMBER shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION; provided, however, that this procedure may commence at Step 3 or below, within ten (10) COLLEGE calendar days of receipt of the written notice.

2. A non-tenured FACULTY MEMBER may be terminated or otherwise disciplined prior to the expiration of his/her term appointment only for just cause. In the event the President believes such just cause exists, he/she shall give written notice to the affected FACULTY MEMBER and APSCUF, specifying the reasons, and that FACULTY MEMBER shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in said Article V; provided, however, that this procedure may commence at Step 3 or below within ten (10) COLLEGE calendar days of the receipt of the written notice.

G. Until the final decision on termination of a tenured FACULTY MEMBER has been reached, that FACULTY MEMBER may be suspended (with pay) only if, in the opinion of the President, immediate harm to the FACULTY MEMBER or others is threatened by his/her remaining at the COLLEGE. Anything herein to the contrary notwithstanding, if a final decision sustaining the termination is reached, the COLLEGE shall have the right to terminate the FACULTY MEMBER forthwith. He/she shall, nevertheless, be paid to the end of the then current academic year, if such final decision is reached in the fall term; he/she shall be paid to the end of the following fall term, if such final decision is reached in the spring term. In no event shall he/she be paid for a period less than that required by Article XIV, hereof, RENEWALS AND NON-RENEWALS. Anything herein to the contrary notwithstanding, in the event the termination is for proven moral turpitude, all pay shall cease as of the date of the final decision.

H. A FACULTY MEMBER's tenure automatically shall terminate when he/she reaches age sixty-five (65) and, thereafter, he/she shall be deemed to hold a year-to-year contract, in accordance with the provisions of Article XXI, hereof, RETIREMENT.

I. On or before October 7, 1974, the Secretary of Education shall convene a Tenure Commission which shall consist of six (6) members, of the six (6), two (2) will be named by APSCUF, two (2) members will be named by the Board of Presidents and two (2) members will be named by the Secretary of Education.

The Tenure Commission shall attempt to document the tenure decision-making processes currently in use in each of the COLLEGES. The process for gathering this information shall consist of the following steps:

1. Each department tenure committee shall submit a written statement comprehensively describing the processes and criteria used by the department in making tenure decisions.
2. Each department chairperson shall submit separately a written statement of the criteria he/she uses in making tenure decisions.
3. Each COLLEGE-wide tenure committee shall prepare a written statement describing the processes and criteria used in making tenure decisions.
4. All documentation submitted from each COLLEGE will be reviewed and processed in a manner determined by the Tenure Commission.
5. The Tenure Commission will issue an advisory report that will include a description of current procedures and decisions in the tenure area; recommendations for improved practices, and suggestions that may be used by the President when he/she makes tenure decisions.

Article XVI PROMOTIONS

A. Qualifications and Criteria

1. The minimum qualifications for ranks shall be as specified in the applicable laws.

Article XVI Continued

2. In addition to the required minimum qualifications, criteria for ACADEMIC FACULTY promotions shall include, but not be limited to, the following factors:

- a. Effective teaching;
- b. Fulfillment of professional responsibilities;
- c. Mastery of subject matter in discipline;
- d. Contribution to the COLLEGE; and
- e. Continuing scholarly growth.

3. In addition to the required minimum qualifications, criteria for ADMINISTRATIVE FACULTY promotions shall include, but not be limited to the following factors:

- a. The duties and responsibilities of the position;
- b. Fulfillment of professional responsibilities;
- c. Mastery of subject matter in discipline;
- d. Contribution to the COLLEGE; and
- e. Continuing scholarly growth.

B. Promotion Policies and Procedures

The following promotion procedures shall be used at each COLLEGE:

1. A COLLEGE-wide PROMOTION COMMITTEE shall be elected by and from the FACULTY and shall include no more than one (1) member from any department.

2. Promotions at each COLLEGE shall be granted by the President only in accordance with the approved and published STATEMENT OF PROMOTION POLICIES AND PROCEDURES for each COLLEGE. The STATEMENT shall be developed in the following manner:

a. A six (6) member AD HOC COMMITTEE ON PROMOTION POLICIES AND PROCEDURES shall be convened by the Secretary of Education no later than September 16, 1974. The AD HOC COMMITTEE shall consist of two (2) members named by APSCUF, two (2) members named by the Board of Presidents, and two (2) named by the Secretary of Education.

b. No later than September 30, 1974, the AD HOC COMMITTEE shall invite appropriate representatives from each COLLEGE to meetings at which the representatives will describe the existing promotion policies and procedures at each COLLEGE. The presentations shall include a written report submitted from each COLLEGE. Recommendations for improvements in promotional processes may also be made by the representatives.

c. No later than October 21, 1974, the AD HOC COMMITTEE shall issue to all COLLEGES a summary of the presentations made at the meetings of 2b above, together with a set of guidelines that would be useful for preparing a STATEMENT OF PROMOTION POLICIES AND PROCEDURES. The report may be issued only after formal agreement by at least four (4) of the six (6) members of the AD HOC COMMITTEE, which agreement must include the affirmative vote of at least one (1) of the two members named by APSCUF and one (1) of the two members named by the Board of Presidents and one (1) of the two members named by the Secretary of Education.

d. In accordance with the guidelines, each COLLEGE-wide promotion committee shall prepare a statement that illustrates the differentiating characteristics associated with the designations of academic rank of professor, associate professor and assistant professor respectively. The statement shall be of adequate detail to enable each FACULTY member to clearly understand the basis upon which either a favorable or unfavorable judgment on promotion would be made. Each statement shall also include the detailed procedural elements of the promotion process.

e. The COLLEGE-wide committee shall forward the statement to the President who shall either confirm the statement or suggest revisions to the COLLEGE-wide committee.

f. No later than December 2, 1974, each President shall submit to the AD HOC COMMITTEE a confirmed statement of the COLLEGE-wide committee. If disagreement about a statement continues past this date and no submission is made, intensive efforts must be started to attempt to avoid the result specified in Paragraph 2 i, below.

g. By January 6, 1975, the AD HOC COMMITTEE shall approve each COLLEGE STATEMENT or shall return a STATEMENT to a COLLEGE with suggestions for revisions. Approval consists of formal agreement by at least four (4) of the six (6) members of the AD HOC COMMITTEE, which agreement must include the affirmative vote of at least one (1) of the two (2) members named by APSCUF and one (1) of the two (2) members named by the Board of Presidents and one (1) of the two (2) members named by the Secretary of Education.

h. The AD HOC COMMITTEE shall forward each approved STATEMENT to the Secretary of Education who will then inform the President of that specific COLLEGE no later than January 13, 1975, that he/she shall consider recommendations for promotion to be effective at the start of the 1975-1976 academic year.

i. If a COLLEGE cannot receive from the AD HOC COMMITTEE approval of a STATEMENT OF PROMOTION POLICIES AND PROCEDURES, there shall be no promotions granted at that COLLEGE.

j. The AD HOC COMMITTEE shall complete all of its work and be dissolved by January 31, 1975.

3. Any FACULTY MEMBER with the required minimum qualifications may submit an application for promotion, together with written substantiation of the above-mentioned criteria, not later than February 10, 1975. During the academic year 1975-1976 and beyond, the last date shall be November 15 in the year.

4. Applications should be submitted to the appropriate department chairperson or department committee. In all cases an application must receive consideration first at the department level.

5. The appropriate department committee or department chairperson shall submit the full list of applications, together with a recommendation that is in accord with the COLLEGE STATEMENT ON PROMOTION POLICIES AND PROCEDURES with respect to each application, in writing, to the COLLEGE-wide promotion committee not later than March 15, 1975, and a copy of the list of applicants shall be forwarded to the appropriate Dean/Director. During the academic year 1975-1976 and beyond, the last date shall be January 15 in the year.

6. The COLLEGE-wide promotion committee shall review all applications received from the departments. The COLLEGE-wide promotions committee shall then forward the full list, together with its recommendations that are in accord with the COLLEGE STATEMENT ON PROMOTION POLICIES AND PROCEDURES as to each applicant, to the President or his/her designee not later than April 14, 1975. During the academic year 1975-1976 and beyond, the last date shall be March 1 in the year.

7. The COLLEGE-wide promotion committee shall have the right to consult with the appropriate department committee, department chairperson or individuals submitting requests for promotion.

8. Each applicant for promotion shall have the right to request and make an appearance before the COLLEGE-wide promotion committee to speak on his/her own behalf before the committee submits its recommendations to the President. In the event the President or his/her designee rejects a recommendation of the COLLEGE-wide promotion committee, that committee shall be notified in writing and its chairperson shall be given an opportunity to discuss the matter with the President or his/her designee. Promotions shall be made by the President effective as of the beginning of the next academic term and announced to the FACULTY not later than July 1 (January 1 for mid-year promotions, if applicable).

9. An individual ACADEMIC FACULTY MEMBER shall have the right to grieve, in accordance with Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, promotion decisions only as to himself/herself and then only with respect to failure to observe the procedures set forth above or insofar as other provisions of this Agreement may have been violated.

10. An individual ADMINISTRATIVE FACULTY MEMBER shall have the right to grieve, in accordance with Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, promotion decisions only as to himself/herself and then only with respect to failure to observe the procedures set forth above. Except for the failure to observe the procedures set forth above, an individual ADMINISTRATIVE FACULTY MEMBER or APSCUF shall have no right to grieve promotional decisions or the adoption, enforcement, or application of any rules, regulations, practices or procedures relating to promotions.

11. Mid-year promotions to take effect in January, 1975 shall be made in accordance with the procedures stated in the Collective Bargaining Agreement between the parties terminating August 31, 1974.

C. The calculation and expenditure of any unused promotional funds based on expenditures for this purpose in academic year 1973-1974, shall be as set forth in Appendix II.

D. By mutual consent evidenced by a written document duly executed by the parties to this Agreement, the provisions of this article may be modified or changed.

#### Article XVII SICK LEAVE

A FACULTY MEMBER shall accumulate sick leave at the rate of fifteen (15) days for each academic year of service in accordance with current practice. Sick leave shall be cumulative from year to year. Sick leave with full pay to the total

## Article XVII Continued

amount accumulated may be used by a FACULTY MEMBER for his/her personal illness or accident for any period during which he/she is scheduled to perform his/her duties. No FACULTY MEMBER's salary shall be paid, however, if the accidental injury is received while the FACULTY MEMBER is engaged in remunerative work unrelated to COLLEGE duties. The provisions of this Article shall not preclude the granting of additional sick leave by administrative action. Sundays, holidays and vacation periods shall not be counted as days lost.

Sick leave of one (1) week or less for ACADEMIC FACULTY MEMBERS may, at the discretion of the President or his/her designee, require that classes be covered by colleagues of the FACULTY MEMBER. For a sick leave period of more than one (1) week, the affected classes shall be covered, at the discretion of the President or his/her designee, either by hiring a temporary employee or by assigning the classes to another FACULTY MEMBER. In this latter situation, overload, in accordance with Article XXI, hereof, SALARIES AND OVERLOAD, shall be paid to the extent the assignment exceeds the maximum teaching load provided in this Agreement.

## Article XVIII WORK-RELATED DISABILITY

A FACULTY MEMBER who sustains a work-related injury, as a result of which he/she is disabled, shall receive a disability payment which shall be the difference between the monies to which he/she may be entitled under Workmen's Compensation, Social Security, or other applicable disability benefits and his/her full salary for a period of one (1) year or for the duration of his/her disability, whichever period is the shorter. This payment shall be made only for periods during which the FACULTY MEMBER would have been working. Sick leave may be taken at the expiration of one (1) year to the extent of the FACULTY MEMBER's accumulation if the disability continues. Sick leave, however, shall not accrue during the period of the disability payment. No credit for tenure or for sabbatical leaves shall be given for any academic term during which absences due to the disability constitute more than fifty percent (50%) thereof.

## Article XIX LEAVES OF ABSENCE

### A. Sabbatical Leaves

1. A leave of absence for a period not to exceed eighteen (18) COLLEGE calendar weeks with full pay in accordance with current practice, or a leave of absence for a period not to exceed thirty-six (36) COLLEGE calendar weeks with half pay, in accordance with current practice, for restoration of health, study, travel or other appropriate purposes, may be granted to any FACULTY MEMBER of any COLLEGE who has completed seven (7) or more years of satisfactory service as a FACULTY MEMBER of one (1) or more of the COLLEGES.

2. At least five (5) consecutive years of such service shall have been rendered to the COLLEGE from which the leave is sought. A FACULTY MEMBER who has been granted an approved leave without pay shall not be deemed to have had his/her consecutive service interrupted; provided, however, that time spent on such leave shall not count as service toward a sabbatical leave.

3. If the COLLEGE operates on a system of units other than semesters, the FACULTY MEMBER may at his/her option be granted a period corresponding to one (1) or more units within the previous restriction of total weeks. Leaves may be granted for any part of the calendar year.

4. One (1) sabbatical leave may be allowed for each additional seven (7) years of service. Leaves shall be accumulated so that no one shall lose entitlement because of failure to use leave, but no one shall be entitled to use more than thirty-six (36) weeks of the accumulated leave in succession.

5. No sabbatical leave shall be granted unless the FACULTY MEMBER shall agree in writing to return to his/her employment with the COLLEGE for a period of not less than one (1) year immediately following the expiration of such leave of absence.

6. No such leave of absence shall be considered a termination or breach of the contract of employment and the FACULTY MEMBER on sabbatical leave shall be returned to the same position he/she occupied prior thereto.

7. Every FACULTY MEMBER while on such leave of absence shall be considered to be in regular full-time daily attendance in the position from which the leave is being taken during the period of said leave, for the purpose of determining the FACULTY MEMBER's length of service and the right to receive increments as provided by law.

8. Every FACULTY MEMBER on sabbatical leave shall retain the right to make contributions as a member of the State Employees' Retirement Fund, the Public School Employees' Retirement Fund or TIAA-CREF and continue his/her membership therein.

9. Nothing in this Section shall be construed to prevent any FACULTY MEMBER on sabbatical leave from receiving a grant for further study from any institution of learning other than the COLLEGE which employs him/her.

10. Each COLLEGE may grant such leaves of absence in any one (1) year to five percent (5%) of its FACULTY.

11. a. A committee chosen by and from the FACULTY at each COLLEGE shall receive applications for sabbatical leaves at a time and in a manner which it shall determine and announce.

b. The committee shall review applications and forward the full list of applicants, with such recommendations, commentary or priorities as it shall determine, to the President or his/her designee.

c. Should the President or his/her designee reject in whole or in part the recommendations of the committee, the committee shall be notified in writing and the chairperson of the committee shall be given an opportunity to discuss the matter with the President or his/her designee, but the President shall make and announce his/her decision with respect to the granting of sabbatical leaves not later than fourteen (14) months prior to the beginning of the academic year during which the leave will commence.



d. Anything herein to the contrary notwithstanding, as authorized by law, the President of each COLLEGE shall have the right to make such regulations as he/she may deem necessary to make sure that a FACULTY MEMBER on sabbatical leave utilizes such leave properly for the purpose for which it was granted, including requiring reports from the FACULTY MEMBER in such manner as the President may deem necessary.

e. (1) An individual FACULTY MEMBER shall have the right to grieve, in accordance with Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, sabbatical leave decisions only as to himself/herself and then only with respect to failure to observe the procedures set forth above or insofar as other provisions of the Agreement may have been violated.

(2) APSCUF shall have the right to grieve in accordance with said Article V, with regard to substantial change in the pattern of granting sabbatical leaves.

#### B. Military Leaves

1. Whenever a FACULTY MEMBER enlists or is drafted at any time into military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he/she shall be granted a military leave without pay, in accordance with law. A FACULTY MEMBER on such authorized military leave will be required, within ninety (90) days of his/her discharge (which must be under honorable conditions), to notify the COLLEGE of his/her availability for employment. The FACULTY MEMBER shall have the right to return to the same position he/she held before going on military leave or to an equivalent position for which he/she is qualified, with such benefits as required by law. During the period of such military leave, the FACULTY MEMBER shall receive no credit for tenure and/or sabbatical leave, unless required by law.

2. FACULTY MEMBERS who are members of Reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding fifteen (15) days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

3. FACULTY MEMBERS who are members of the Pennsylvania National Guard are entitled to leaves with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training, consistent with the Military Code of 1949.

#### C. Bereavement Leaves

A FACULTY MEMBER shall be granted up to five (5) days bereavement leave for the death of a parent, spouse, child, brother or sister; and up to three (3) days for the death of a grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law or any near relative who resides in the same household with the FACULTY MEMBER or any person with whom the FACULTY MEMBER has made his/her home. The actual days to be granted as aforesaid shall be such as will accommodate to the reasonable needs of the FACULTY MEMBER involved, and it is expected that his/her classes or other responsibilities will be covered by his/her colleagues.



Such leave shall not be deducted from sick leave.

D. Jury Duty Leaves

A FACULTY MEMBER called for jury duty or subpoenaed to attend court shall be granted leaves with pay for such purpose. Evidence in the form of a subpoena or other written notification shall be presented to the FACULTY MEMBER's Dean/Director as far in advance as is practicable. The COLLEGE shall have the right to request the appropriate authorities to relieve such FACULTY MEMBER of jury duty or the court appearance in any manner permitted by law; and the FACULTY MEMBER is expected to report for regular COLLEGE duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

E. Professional Leaves

1. In accordance with 4 Pa. Code 35.31, et seq., FACULTY MEMBERS shall, subject to the approval of the President or his/her designee, be granted professional leaves with pay to attend professional conferences, participate in training courses and sessions that are related to their work, and engage in other similar job-related activities.

2. Allowances for travel expenses in accordance with Article XXV, hereof, TRAVEL EXPENSES, may be granted to FACULTY MEMBERS on such leave, subject to the availability of funds and to COMMONWEALTH/COLLEGE regulations.

F. Educational Leaves

In accordance with 4 Pa. Code 33.33, et seq., FACULTY MEMBERS may be granted leaves of absence with reduced pay to pursue full-time graduate courses of study which are related to their present or future job assignments and which can be expected to improve their value to the COLLEGE(S). Selection of FACULTY MEMBERS for this program will be based on the needs of the COLLEGE(S) and shall be subject to the approval of the President or his/her designee.

G. Leaves for APSCUF Service

FACULTY MEMBERS who are elected or appointed full-time officials or representatives of APSCUF shall, at the written request of the FACULTY MEMBER, submitted not less than sixty (60) days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by the written mutual consent of APSCUF and the COLLEGE(S). In no event shall more than three (3) FACULTY MEMBERS from the COLLEGE(S) be on such leave at any one time.

H. Miscellaneous Leaves Without Pay

FACULTY MEMBERS shall be granted leaves without pay at the sole discretion of the President or his/her designee for any reason, for a period not to exceed two (2) years, which may be extended at the discretion of the President or his/her designee for an additional two-year period.

I. Childbirth Leaves

1. A pregnant FACULTY MEMBER shall be granted childbirth leave.

2. A pregnant FACULTY MEMBER shall submit written notification to her department chairperson of the anticipated duration of the childbirth leave, at least two (2) weeks in advance, if possible, of the commencement of the leave period. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the FACULTY MEMBER and at the discretion of the President, childbirth leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

3. A pregnant FACULTY MEMBER shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

4. While a pregnant FACULTY MEMBER is on childbirth leave, the duties of her position shall be performed either by the remaining FACULTY MEMBERS and the position kept vacant, or by a temporary employee.

5. Every FACULTY MEMBER shall have the right to return to the same position she held before going on childbirth leave or to an equivalent position for which she is qualified.

6. A FACULTY MEMBER's anniversary date shall be extended in the same manner as is done with respect to leaves without pay.

7. Upon return from childbirth leave, a FACULTY MEMBER shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights shall not accrue during the period of the leave.

8. A FACULTY MEMBER shall be entitled to use accrued sick leave for the period she is unable to work, for medical reasons as certified by a physician. In addition, an ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract may use any accrued annual leave. All other periods of leave related to childbirth leave shall be leave without pay. Unused sick leave shall be carried over until her return. A FACULTY MEMBER shall not earn sick leave while she is on childbirth leave without pay. An ADMINISTRATIVE FACULTY MEMBER shall not earn annual leave while she is on childbirth leave without pay.

9. The above COMMONWEALTH rules shall apply unless found to be inconsistent with existing statutes and ordinances.

Article XX SALARIES AND OVERLOAD

A. Salaries for Full-time FACULTY MEMBERS

1. The salaries payable to ACADEMIC FACULTY MEMBERS in active pay status for the academic year 1976-1977 shall be set forth below:

Instructor 1.	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Regular Bi-Weekly (20 pay)	545.79	572.74	601.94	631.14	662.58	696.28	731.09
Distributed Bi-Weekly (26 pay)	419.84	440.57	463.03	485.49	509.68	535.60	562.38
Academic Annual	10915.80	11454.80	12038.80	12622.80	13251.60	13925.60	14621.80
Assistant Professor							
Regular Bi-Weekly (20 pay)	662.58	696.28	731.09	768.15	806.33	846.76	888.32
Distributed Bi-Weekly (26 pay)	509.68	535.60	562.38	590.88	620.25	651.35	683.32
Academic Annual	13251.60	13925.60	14621.80	15363.00	16126.60	16935.20	17766.40
Associate Professor							
Regular Bi-Weekly (20 pay)	806.33	846.76	888.32	933.23	980.40	1029.82	1081.48
Distributed Bi-Weekly (26 pay)	620.25	651.35	683.32	717.87	754.15	792.17	831.91
Academic Annual	16126.60	16935.20	17766.40	18664.60	19608.00	20596.40	21629.60
Professor							
Regular Bi-Weekly (20 pay)	980.40	1029.82	1081.48	1135.38	1192.65	1252.17	1315.06
Distributed Bi-Weekly (26 pay)	754.15	792.17	831.91	873.37	917.42	963.21	1011.58
Academic Annual	19608.00	20596.40	21629.60	22707.60	23853.00	25043.40	26301.20

2. Each ADMINISTRATIVE FACULTY MEMBER in active payroll status in this unit shall continue to be paid in accordance with the following schedule of pay:

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step G+1
Instructor Administrator								
Biweekly	504.00	528.75	554.25	579.75	607.50	638.25	668.25	699.75
Academic year	10080.00	10575.00	11085.00	11595.00	12150.00	12765.00	13365.00	13995.00
Approx. Annual	13144.00	13790.00	14455.00	15120.00	15844.00	16646.00	17428.00	18249.00

Article XX. Continued

TITLE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step G+1
Asst. Prof.Administrator								
Biweekly	607.50	638.25	668.25	699.75	735.00	769.50	807.00	847.50
Academic year	12150.00	12765.00	13365.00	13995.00	14700.00	15390.00	16140.00	16950.00
Approx. annual	15844.00	16646.00	17428.00	18249.00	19169.00	20069.00	21047.00	22103.00
Assoc. Prof.Administrator								
Biweekly	735.00	769.50	807.00	847.50	888.75	930.75	976.50	1024.50
Academic year	14700.00	15390.00	16140.00	16950.00	17775.00	18615.00	19530.00	20490.00
Approx. annual	19169.00	20069.00	21047.00	22103.00	23179.00	24274.00	25467.00	26719.00
Prof. Administrator								
Biweekly	888.75	930.75	976.50	1024.50	1075.50	1128.00	1183.50	1242.00
Academic year	17775.00	18615.00	19530.00	20490.00	21510.00	22560.00	23670.00	24840.00
Approx. annual	23179.00	24274.00	25467.00	26719.00	28049.00	29418.00	30866.00	32391.00

3. The salaries payable to all FACULTY MEMBERS for the academic year 1975-1976 shall be determined by means of the following procedure:

a. Reopened negotiations shall commence as of September 1, 1974.

b. In the event the parties cannot agree upon this matter, a three (3) member panel shall be formed consisting of one (1) person named by APSCUF, one (1) person named by the COMMONWEALTH, and a third named jointly by the two previously designated.

In the event that APSCUF and COMMONWEALTH designees fail to agree upon a third member within seven (7) calendar days of their consideration of the choice, the parties shall request the Pennsylvania Bureau of Mediation to submit a list of seven (7) possible candidates to the panel.

The parties shall within seven days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The COMMONWEALTH shall strike the first name.

c. If the parties do not agree upon the pattern of wage and salary settlements granted by the COMMONWEALTH between September 1, 1974 and the date of the panel hearing, the panel shall first decide the pattern of wage and salary settlements granted to COMMONWEALTH employees represented by other collective bargaining agents during the period. This determination shall constitute a maximum level of salary increases that may be negotiated by the parties.

The parties will attempt to reach agreement on salaries for the academic year 1975-1976 after receiving this decision.

d. If agreement is once again not forthcoming the parties shall return to the panel for its binding decision in regard to the salary increase to be awarded for the academic year 1975-1976. This decision cannot exceed the limit established in 3c, above.

e. The oral presentations of the parties to the panel shall in total not exceed one (1) day each and the final written presentations of the parties shall be submitted to the panel within ten (10) days.

The panel shall issue its written decision, including any minority positions within twenty (20) days of the receipt of the final written positions.

4. The salaries payable to all FACULTY MEMBERS for the succeeding academic year(s) of this agreement after 1976-1977 shall be determined by the following procedure:

a. Reopened negotiations shall commence as of September 1, 1975.

b. In the event the parties cannot agree on this matter, a three (3) member panel shall be convened as in Section 3b, above.

c. In their deliberations, the panel shall first affirm the pattern of the length of collective bargaining agreements between the COMMONWEALTH and other collective bargaining agents effective subsequent to July 1, 1976.

d. If the parties do not agree upon the pattern of salary settlements granted by the COMMONWEALTH to be effective in the academic year(s) subsequent to July 1, 1976, the panel shall decide the pattern of salary settlements for each year for which such settlements are known. This determination shall constitute a maximum level of salary increases that may be negotiated by the parties for each subsequent academic year. The parties will attempt to reach agreement on salaries for each academic year in accordance with Section 4c, above.

e. If agreement is once again not forthcoming, the parties shall return to the panel for its binding decision in regard to the salary increase to be awarded for academic year 1976-1977 or for each academic year for which a pattern has been established.

f. The oral presentations of the parties to the panel shall in total not exceed one (1) day each and the final written presentations of the parties shall be submitted to the panel within ten (10) days.

B. ANNUAL INCREMENTS

In addition to the above, a FACULTY MEMBER below Step G shall be entitled to his/her annual service increments on his/her anniversary dates as defined by COMMONWEALTH/COLLEGE rules and regulations and past practice, or as may be changed by mutual agreement. Such annual service increments, Steps A thru G, shall be granted solely on the basis of service.

C. ADMINISTRATIVE INCREMENTS

1. A minimum increment of ten dollars (\$10) per bi-weekly pay period during the academic year or calendar year, as applicable, shall be extended to all ADMINISTRATIVE FACULTY MEMBERS on the administrative salary schedule set forth above who are not presently receiving an administrative increment.

2. Except as provided above, the present practice at each COLLEGE with respect to the payment of increments to ADMINISTRATIVE FACULTY MEMBERS shall prevail during the term of this Agreement.

D. PROCEDURE

Pursuant to the COMMONWEALTH/COLLEGES Compensation Plan, across-the-board increases and annual service increments (if applicable) shall be applied in that order. An employee on leave without pay shall, upon return to active status, be entitled to the above general pay increases.

E. OVERLOAD

1. Overload for teaching FACULTY MEMBERS shall be paid at the rate of one-thirtieth (1/30) of the academic year's salary for each academic credit hour in excess of fourteen (14) assigned during any academic term or in excess of twenty four (24) assigned during any academic year.

2. Overload for student teacher supervisors shall be paid at the rate of one-forty-fifth (1/45) of the academic year's salary for each student teacher assigned to him/her in excess of forty-five (45).

3. Overload for librarians shall be paid at the straight-time hourly rate specified in the COMMONWEALTH's/COLLEGE's Compensation Plan for the FACULTY MEMBER's rank and step.

F. SUMMER EMPLOYMENT

During the term of this Agreement assignments shall be made and compensation shall be paid for summer employment in the same manner as has been the practice prior to the execution of this Agreement, unless changed by mutual agreement.

Article XX. Continued

G. Increment for Department Chairpersons

A Department Chairperson shall receive an additional salary increment up to the limits in the following schedule:

<u>Department Size</u>	<u>Maximum Additional Salary</u>
1-2 FACULTY MEMBERS	\$200.00
3-5 FACULTY MEMBERS	300.00
6-8 FACULTY MEMBERS	400.00
9-11 FACULTY MEMBERS	500.00
12-14 FACULTY MEMBERS	600.00
15 or more FACULTY MEMBERS	750.00

Assistant Chairpersons, where approved by the President, may receive an additional salary increment of up to \$400.00.

H. Salaries for Part-Time FACULTY MEMBERS

1. Part-time ACADEMIC FACULTY MEMBERS shall be paid on the basis of one-twenty-fourth (1/24) of a full-time academic year's salary for each semester credit hour taught.

2. Part-time ADMINISTRATIVE FACULTY MEMBERS shall be paid on a pro-rata basis.

I. Meet and Discuss

The parties shall meet and discuss during the term of the Agreement, aspects of this Article that are of mutual interest.

Article XXI. RETIREMENT

A. FACULTY MEMBERS shall have the option to elect retirement under the State Employee's Retirement Fund or TIAA-CREF in accordance with COMMONWEALTH rules and regulations then obtaining. In addition, they shall continue to enjoy those other retirement benefits that are currently provided under applicable laws. The amount to be contributed by the Commonwealth (in the event of a selection of TIAA-CREF) shall be calculated at the rate actuarially determined to be payable to the State Employee's Retirement Fund for each such FACULTY MEMBER.

B. The parties shall meet and discuss during the term of the Agreement aspects of the COMMONWEALTH's retirement program that are of mutual interest.

C. Anything herein to the contrary notwithstanding, a FACULTY MEMBER who reaches age 65 shall no longer have tenure and shall be subject to being retired at the discretion of the President at the end of the then current academic year or any succeeding academic year.

Article XXII FRINGE BENEFITS

A. 1. a. The COMMONWEALTH shall, at its sole cost and expense, continue to provide each full-time FACULTY MEMBER with that Blue Cross, Blue Shield and Major Medical coverage which he/she had in effect (including coverage for eligible dependents) immediately prior to September 1, 1974.

b. Those full-time permanent FACULTY MEMBERS who previously had waived coverage, those who are entitled to but have not heretofore elected dependent coverage, and those who are newly employed for the 1974-75 academic year, shall be entitled to full coverage (including coverage for eligible dependents) at COMMONWEALTH expense.

2. a. Each full-time permanent FACULTY MEMBER who has been employed for ninety (90) days and who has life insurance coverage presently in effect shall be continued in the COMMONWEALTH's present group life insurance plan at the COMMONWEALTH's sole cost and expense.

b. With respect to those present FACULTY MEMBERS who previously waived life insurance coverage or those newly employed, the COMMONWEALTH shall, at its sole cost and expense, provide such employees with coverage under its present life insurance plan after ninety (90) days of employment.

B. The COMMONWEALTH's present practice shall prevail during the term of this Agreement with respect to Blue Cross, Blue Shield, Major Medical and Life Insurance coverage for part-time FACULTY MEMBERS.

C. If the COMMONWEALTH grants a pattern change in its Health and/or Life Insurance packages to employees represented by other collective bargaining agents during the term of this AGREEMENT, such change(s) shall apply equally to FACULTY MEMBERS.

D. Holidays

1. The following days shall be recognized as paid holidays for ADMINISTRATIVE FACULTY MEMBERS who are on a twelve-month contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In addition, seven other holidays shall be scheduled by the administration of each COLLEGE during the time on the academic schedule when the institution is not in full operation.

2. An ADMINISTRATIVE FACULTY MEMBER on a twelve-month contract shall be paid for any holiday listed in (D-1) of this Article, provided he/she was in compensable status on the afternoon of his/her scheduled workday immediately prior and the morning of his/her scheduled workday immediately subsequent thereto.

If a holiday is observed while an eligible ADMINISTRATIVE FACULTY MEMBER is on sick leave, annual or other paid leave status, he/she will receive his/her holiday pay and the day will not be charged against sick, annual or other paid leave credits.



E. Personal Leave Days

1. All ADMINISTRATIVE FACULTY MEMBERS who are on a twelve-month contract shall be eligible for two personal leave days per calendar year, effective July 1, 1974.

2. One personal leave day shall be earned the first half of each calendar year (January 1 to June 30) and one personal leave day shall be earned during the second half of each calendar year (July 1 to December 31).

3. The ADMINISTRATIVE FACULTY MEMBER must have 30 days service in pay status in each half calendar year to earn the personal leave entitlement under (2) above.

4. Personal leave shall be scheduled and granted for periods of time requested by the ADMINISTRATIVE FACULTY MEMBER subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of ADMINISTRATIVE FACULTY MEMBERS on personal leave at the same time, the ADMINISTRATIVE FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service at the institution shall be given his/her choice of personal leave in the event of any conflict in selection.

5. Personal leave to which an ADMINISTRATIVE FACULTY MEMBER may become entitled during the calendar year may be granted at the President's discretion before it is earned. An ADMINISTRATIVE FACULTY MEMBER who is permitted to anticipate such leave and who subsequently terminated employment shall reimburse the COLLEGE for those days of personal leave used but not earned.

6. Personal leave days shall be noncumulative from calendar year to calendar year. If an ADMINISTRATIVE FACULTY MEMBER is required to work on his/her scheduled personal leave day and is unable to reschedule his/her personal day during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

7. An ADMINISTRATIVE FACULTY MEMBER who becomes ill while on personal leave will not be charged personal leave for the period of illness provided he/she furnishes a satisfactory proof of such illness to the COLLEGE upon his/her return to work.

F. Vacations

1. An ADMINISTRATIVE FACULTY MEMBER on a twelve-month contract shall be eligible for annual leave after 30 days of service with the COLLEGE. ADMINISTRATIVE FACULTY MEMBER shall earn leave credits as of their date of hire. Leave shall be earned according to the following schedule:

<u>Service</u>	<u>Annual Leave Entitlement</u>	
	<u>Per Year</u>	<u>Per Month</u>
Less than 12 months	10 days	5/6 days
12 months to 180 months	15 days	1-1/4 days
180 months or more	20 days	1-2/3 days

Article XXII. Continued

In addition to this schedule, upon passage of appropriate legislation ADMINISTRATIVE FACULTY MEMBERS shall be entitled to 25 days of vacation after 25 years (or 300 months) of service.

ADMINISTRATIVE FACULTY MEMBERS shall earn annual leave credits for each month in which they are in compensable status ten or more working days.

2. Vacation pay shall be the ADMINISTRATIVE FACULTY MEMBER'S regular rate of pay in effect for the payday immediately preceding the ADMINISTRATIVE FACULTY MEMBER'S vacation period.

3. Vacations shall be scheduled and granted for periods of time requested by the ADMINISTRATIVE FACULTY MEMBER subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of ADMINISTRATIVE FACULTY MEMBERS on vacation at the same time, the ADMINISTRATIVE FACULTY MEMBER with the greatest seniority as it related to total years of continuous service with the COLLEGE shall be given his/her choice of vacation periods in the event of any conflict in selection.

4. If a holiday occurs during the work week in which vacation is taken by an ADMINISTRATIVE FACULTY MEMBER, the holiday shall not be charged to annual leave.

5. An ADMINISTRATIVE FACULTY MEMBER who becomes ill during his/her vacation will not be charged annual leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the COLLEGE upon his/her return to work.

6. If an ADMINISTRATIVE FACULTY MEMBER is required to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

7. Any ADMINISTRATIVE FACULTY MEMBER separated from the service of the COLLEGE for any reason prior to taking his/her vacation, shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation.

8. The existing policy of carrying-over up to thirty (30) days of unused annual leave from one year to the next shall continue in effect.

Article XXIII. SUMMER EMPLOYMENT

Summer school contracts shall be offered no later than April 1. If accepted by April 15, they shall be mutually binding.

Subject to the approval of the President or his/her designee, summer assignments shall be made by the chairpersons of the departments, giving prior consideration to members of the department who have the qualifications and experiences to teach the courses planned. The chairpersons shall attempt to distribute the summer workload as equitably as possible.

Article XXIV. WORKLOAD

A. ACADEMIC FACULTY

1. For all ACADEMIC FACULTY MEMBERS, the full work load for the academic year shall not exceed twenty-four (24) academic credit hours (with twelve (12) academic credit hours as standard for a term). In no event shall more than fourteen (14) academic credit hours be assigned in any one (1) academic term unless overload as provided for in this Agreement is paid. Laboratory, studio, clinics, field and activity courses shall be equated on the basis of three (3) contact hours being equal to two (2) academic credit hours for that period of time which is actually spent in such work. Where such types of courses also include lecture hours, each hour of scheduled lecture is to be considered an academic credit hour.

However, each contact hour in laboratories in chemistry, biology, physics and earth science shall be assigned one (1) academic credit hour effective September 1, 1975.

2. No more than three (3) preparations per academic term shall be assigned unless such additional preparations are compensated in accordance with the formula agreed to in the document dated Jan. 31, 1973. Preparations shall be defined and assigned in accordance with the definition of preparation dated May 1, 1973. However, where an overload course(s) is assigned in accordance with paragraph 1, above, the additional course(s) assigned may carry an additional preparation(s).

3. Anything herein to the contrary notwithstanding, a FACULTY MEMBER who teaches graduate courses shall have the following considered a maximum full work load in any academic term, beyond which overload shall be paid:

a. Three (3) graduate courses up to a maximum of nine (9) academic credit hours; or,

b. Two (2) graduate courses and two (2) undergraduate courses, up to a maximum of twelve (12) academic credit hours; or

c. One (1) graduate course and three (3) undergraduate courses up to a maximum of twelve (12) academic credit hours.

4. If a calendar system other than the two (2) academic term systems of fifteen (15) teaching weeks each is established by appropriate means during the term of this Agreement, a mathematical equivalent shall be established for the above work load requirement.

B. Librarians

1. Subject to the provisions hereof, all members of the professional library staff shall enjoy full faculty status with all the rights, privileges and responsibilities pertaining thereto. For administrative purposes, the professional librarians shall constitute a department.

2. Librarians in the performance of their duties as such shall be scheduled for no more than thirty-five (35) hours per week; and, librarians also shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

3. Librarians who were granted ACADEMIC FACULTY rank shall accrue credits toward sabbatical leave only from the date the ACADEMIC FACULTY rank was granted.

4. A librarian's schedule shall be based on library needs as determined by the President or his/her designee in consultation with members of the library faculty.

5. APSCUF shall conduct an election among all of the members of the library faculty to designate a chairperson who shall act in a representational role for the Department. The chairperson shall reflect the view of the members of the library faculty in their consultations with the President or his/her designee on matters of appointment of FACULTY, renewal and non-renewal of FACULTY, FACULTY development and evaluation, promotion, tenure, librarian's schedule.

This chairperson shall not be subject to provisions of Article XI, A, 1a, Article XX G, or Exhibit A.

C. Supervisors of Student Teachers

1. A COLLEGE supervisor of student teachers shall supervise up to a maximum of forty-five (45) student teachers during a two-term academic year, and be responsible for practicum, where applicable. The maximum shall not exceed twenty-five student teachers during any one (1) term of the academic year. In making an actual assignment, the President or his/her designee shall, in consultation with the student teacher supervisors, take into consideration the number of schools involved and the distances required to be traveled from one to another by the student teacher supervisor.

Anything herein to the contrary notwithstanding, a student teacher supervisor's actual schedule of days to be worked during the academic year shall be determined by the President or his/her designee. It is contemplated that such days shall not necessarily be limited by the COLLEGE calendar, but rather, the President shall take into consideration the needs of student teachers being supervised and of the school district(s) involved.

2. A student teacher supervisor shall be provided with a vehicle when available in accordance with COMMONWEALTH regulations. When a State vehicle is not available, he/she must use his/her own vehicle, and he/she shall be reimbursed according to prevailing COMMONWEALTH travel regulation mileage rates. Even when a State vehicle is available, if, in the opinion of the President or his/her designee, because of the student teacher supervisor's employment requirements, it is more appropriate for him/her to use his/her own vehicle and he/she is so authorized, he/she shall, likewise, be reimbursed at the mileage rates according to prevailing COMMONWEALTH travel regulations.

3. A student teacher supervisor who is customarily and regularly required by the COMMONWEALTH/COLLEGE(S) to travel fifteen (15) miles or more from his/her regular campus or work site, and whose work assignment requires that he/she remain away therefrom during his/her normal lunch period, shall be reimbursed for actual out-of-pocket lunch expenses not to exceed One Dollar and Fifty Cents (\$1.50) (excluding sales taxes).

D. Laboratory School Teachers

1. Laboratory school teachers shall have faculty status and rank in the same manner as any other FACULTY MEMBER.

2. Laboratory school teachers' workload and academic year assignments shall be made by the President or his/her designee in consultation with the laboratory school teachers and shall be consistent with the needs of the students in the laboratory school and the requirements of the school district(s) involved. Laboratory school teachers shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

3. Laboratory school teachers shall have a lunch period of at least one-half (1/2) hour, which shall be free of all other duties.

4. By mutual consent, evidenced by a written document duly executed by the parties to this Agreement, the provisions of this Section may be modified or changed.

E. Department Chairpersons and Assistants

Department chairpersons and their assistant chairperson(s) shall be granted academic credit hour equivalents in accordance with EXHIBIT "A", attached hereto and made a part hereof.

F. Co-Curricular Activities

Credit for workload shall be granted to those FACULTY MEMBERS who perform co-curricular duties in accordance with EXHIBIT "B", attached hereto and made a part hereof.

G. Office Hours

Teaching FACULTY MEMBERS shall maintain a minimum of five (5) office hours per week on no fewer than three (3) different days at such times as will accommodate to the needs of the students. The schedule of office hours for each FACULTY MEMBER shall be posted in such manner so as to be easily observed by the students.

H. The parties shall meet and discuss during the term of this Agreement aspects of this Article that are of mutual interest.

I. Administrative Faculty

1. ADMINISTRATIVE FACULTY who are on academic-year contracts shall not have to be present on campus during periods when the COLLEGE(S) are not in session unless they have specific assigned professional responsibilities. The assignment of such responsibilities shall be based on the needs of the COLLEGE as determined by the President or his designee in consultation with the ADMINISTRATIVE FACULTY MEMBERS.

2. ADMINISTRATIVE FACULTY MEMBERS in this unit shall not be subject to any workload or overtime compensation provisions in the successor Unit I Agreement.

Article XXV TRAVEL EXPENSES

A FACULTY MEMBER who is authorized by the COMMONWEALTH/COLLEGES to travel on official business shall be paid for expenses actually incurred in accordance with the COMMONWEALTH'S Travel Expense Regulations.

Every reasonable effort will be made to process travel expenses promptly.

Article XXVI MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

A. Maintenance of Membership

All FACULTY MEMBERS who are members of APSCUF as of the date of ratification of this Agreement or who, thereafter, during its term become members of APSCUF, shall, as a condition of continued employment, maintain their membership in APSCUF for the term of this Agreement; provided, however, that any such FACULTY MEMBER may resign from membership in APSCUF during a period of fifteen (15) days prior to the expiration of this Agreement and, provided further, that the payment of dues and assessments while he is a member shall be the only requisite employment condition.

B. Check-off

1. The COMMONWEALTH agrees to deduct in bi-weekly installments the regular annual dues of APSCUF from the pay of those FACULTY who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by APSCUF to the COMMONWEALTH and the aggregate deductions from all FACULTY MEMBERS shall be remitted monthly to APSCUF, together with an itemized statement containing the names of the FACULTY MEMBERS from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each FACULTY MEMBER'S written authorization shall be irrevocable for the term of this Agreement or any extension thereof or successor thereto, but may be revoked at the expiration thereof, provided such action is taken during a period which commences fifteen (15) days prior to the expiration date of this Agreement.

2. If dues are deducted and remitted to APSCUF, in accordance with the procedure specified in Paragraph B 1, above, APSCUF shall be solely responsible in the event anyone claims that the deduction and/or remission was improper.

Article XXVII RETRENCHMENT

A. The COMMONWEALTH/COLLEGES shall meet and discuss with APSCUF or its designee regarding any changes, including those involving curriculum and programs, which will lead to retrenchment, and thereby impact wages, hours, and terms and conditions of employment, as required by Section 702 of Act 195. In connection with such duty to meet and discuss, accurate information, statistics or financial data related to any such proposed change shall be made available to APSCUF. This shall not be construed to require the COMMONWEALTH/COLLEGES to compile such material in the form requested which is not already compiled in that form, unless mutually agreeable.

B. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. If and when retrenchment is to occur, the COMMONWEALTH/COLLEGES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the required reduction of FACULTY.

Article XXVII. Continued

2. When in the opinion of the COMMONWEALTH/COLLEGES retrenchment becomes necessary and it cannot be accomplished totally by attrition, APSCUF and the affected FACULTY MEMBERS shall be notified prior to implementation, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible:

- a. temporary, part-time
- b. temporary, full-time
- c. regular, part-time
- d. regular, full-time

C. 1. With respect to the application of Paragraph B 2, above, retrenchment shall be made in inverse order of length of service from the most recent date of employment at the COLLEGE ("seniority"), provided the remaining ACADEMIC FACULTY MEMBERS have the necessary qualifications to teach the remaining courses or perform the remaining duties.

2. With respect to the application of Paragraph B 2, above, retrenchment shall be made within the affected administrative unit in inverse order of length of service from the most recent date of employment at the COLLEGE ("seniority"), provided the remaining ADMINISTRATIVE FACULTY MEMBERS have the necessary qualifications to perform the remaining duties.

D. 1. Before retrenching an ACADEMIC FACULTY MEMBER, the COLLEGE shall make a reasonable effort to place him/her in another suitable position. Where an ACADEMIC FACULTY MEMBER has been a member of more than one (1) department and he/she is retrenched from his/her current department, he/she shall have the right to return to a previous department as follows:

a. If he/she left the previous department less than five (5) years prior to his/her retrenchment from his/her current department, he/she shall have the right to return, if qualified; and

b. If he/she left five (5) or more years prior to his/her retrenchment, he/she shall have a right to return, if qualified, but only with the department's approval.

Nothing contained within this section shall be construed as requiring a COLLEGE to retain more FACULTY MEMBERS in a department than the President deems to be needed.

2. Before retrenching an ADMINISTRATIVE FACULTY MEMBER, the COLLEGE shall make a reasonable effort to place him/her in another suitable position. Where an ADMINISTRATIVE FACULTY MEMBER has occupied a position in more than one administrative unit, and is retrenched from his/her current administrative unit, he/she shall have the right to return to a previous administrative unit and displace an ADMINISTRATIVE FACULTY MEMBER with less seniority.

Nothing contained in this Section shall be construed as requiring a COLLEGE to retain more ADMINISTRATIVE FACULTY MEMBERS in an administrative unit than the President deems to be needed. Nothing contained in this Section shall



prohibit ADMINISTRATIVE FACULTY MEMBERS from assuming full-time teaching positions in accordance with Article VII of this agreement.

E. Anything herein to the contrary notwithstanding, consistent with such reasonable time constraints as the President shall determine, the affected FACULTY MEMBERS shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

F. 1. The FACULTY MEMBERS to be retrenched shall be given notice in accordance with Article XIV, RENEWALS AND NON-RENEWALS; viz:

- a. First-year FACULTY MEMBERS - March 1
- b. Second-year FACULTY MEMBERS - December 15
- c. FACULTY MEMBERS beyond the second year - September 15.

A retrenchment shall not be considered a non-renewal and a FACULTY MEMBER so retrenched shall not be permitted to grieve that action as if it were a non-renewal. If a FACULTY MEMBER had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being retrenched.

2. A retrenched FACULTY MEMBER shall be entitled to such unemployment compensation benefits as authorized by law.

G. 1. An ACADEMIC FACULTY MEMBER retrenched from his/her COLLEGE shall, within a period of time equal to his/her length of service at that COLLEGE, or three (3) years from his/her date of retrenchment, whichever is less ("furlough period"), be given preference with respect to an ACADEMIC FACULTY opening for which he/she applies at another COLLEGE, if deemed qualified by the department. His/her name then shall be forwarded to the President who shall consider whether or not he/she is qualified. If the President determines such ACADEMIC FACULTY MEMBER to be qualified, he/she shall be appointed. The ACADEMIC FACULTY MEMBER shall have been considered for appointment by the department and by the President before, and independent of, all other applicants. If more than one (1) retrenched ACADEMIC FACULTY MEMBER applies to fill an opening at another COLLEGE, they shall be given the preference consideration specified above, in order of seniority; provided, however, that the process of considering all such applicants shall not exceed sixty (60) days. After that time, there shall be no further preference rights with respect to that opening. A retrenched ACADEMIC FACULTY MEMBER appointed at another COLLEGE in accordance with the foregoing shall receive the same rank as he/she had at his/her former COLLEGE, but the appointment may be made at any pay step which the President deems appropriate.

2. An ADMINISTRATIVE FACULTY MEMBER retrenched from his/her COLLEGE shall, within a period of time equal to his/her length of service at that COLLEGE, or three (3) years from his/her date of retrenchment, whichever is less ("furlough period"), be given preference with respect to an opening for which he/she applies at another COLLEGE, if deemed qualified by the administrative unit. His/her name then shall be forwarded to the President who shall consider whether or not he/she is qualified. If the President determines such ADMINISTRATIVE FACULTY MEMBER to be qualified, he/she shall be appointed. The ADMINISTRATIVE FACULTY MEMBER shall have been considered for appointment by the administrative unit and by the President before, and independent of,



Article XXVII. Continued

all other applicants. If more than one (1) retrenched ADMINISTRATIVE FACULTY MEMBER applies to fill an opening at another COLLEGE, they shall be given the preference consideration specified above, in order of seniority; provided, however, that the process of considering all such applicants shall not exceed sixty (60) days. After that time, there shall be no further preference rights with respect to that opening. A retrenched ADMINISTRATIVE FACULTY MEMBER appointed at another COLLEGE in accordance with the foregoing shall receive the same rank as he/she had at his/her former COLLEGE, but the appointment may be made at any step which the President deems appropriate.

H. Any retrenched FACULTY MEMBER who receives an appointment at another COLLEGE shall have seniority at that other COLLEGE beginning with the date of that appointment. If appointed within his/her furlough period, he/she shall retain accumulated sick leave and sabbatical leave credits and he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement. If at the time of retrenchment, he/she had been a participant in the COMMONWEALTH'S retirement plan and thereafter withdrew his/her contributions, he/she shall have the right to repurchase his/her past service in accordance with COMMONWEALTH REGULATIONS.

I. A retrenched FACULTY MEMBER who receives an appointment at another COLLEGE within his/her furlough period shall, if he/she did not have tenure at the COLLEGE from which he/she was retrenched, be required to comply fully with the provisions of Article XV, hereof, TENURE, at the new COLLEGE as a new FACULTY MEMBER. If he/she did have tenure at the COLLEGE from which he/she was retrenched, he/she shall, nevertheless, be required to serve one (1) full year at the new COLLEGE before being granted tenure at that COLLEGE. The FACULTY MEMBER shall be observed and evaluated pursuant to the provisions of Article XII, hereof, PROFESSIONAL DEVELOPMENT AND EVALUATION, and the decision as to tenure shall be made within such one-year period. Notwithstanding any other provisions of this Agreement, in the event tenure is denied, the FACULTY MEMBER shall be so notified by May 31, and the following academic year shall be their terminal year.

J. A FACULTY MEMBER who is retrenched from a COLLEGE shall be placed on a preferred rehiring list and shall retain all prior accrued rights up to the date he/she was placed on that list. Each COLLEGE shall have a separate list. The least senior FACULTY MEMBER shall be the first name placed on such list. He/she shall be retained on the preferred hiring list for a period equal to his/her furlough period. Anything herein to the contrary notwithstanding, an employee on the preferred rehiring list shall not be entitled to any of the benefits provided by this Agreement while on such list. No new FACULTY MEMBER will be hired to fill a vacancy at the COLLEGE for which a retrenched FACULTY MEMBER on the preferred rehiring list is qualified, unless the vacancy first is offered in writing to all such FACULTY MEMBERS on that list, for recall in reverse order of placement thereon, for a period of thirty (30) days. In the event a FACULTY MEMBER rejects in writing an offered position in accordance with the foregoing or in the event he/she does not respond in writing within the said thirty-day period, his/her name shall be passed over, but he/she shall remain on the preferred rehiring list. Part-time FACULTY MEMBERS shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article XI, hereof, APPOINTMENT OF FACULTY.

K. In the event a FACULTY MEMBER is recalled in accordance with the provisions of Section J, above, he/she shall receive the same rank and salary which he/she had when he/she was retrenched. In addition, he/she shall retain all sick

Article XXVII. Continued

leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with COMMONWEALTH regulations. Furthermore, he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement.

L. If a program at one (1) COLLEGE is moved to another COLLEGE, whether or not a similar program existed at that other COLLEGE, FACULTY MEMBERS who receive appointments at the other COLLEGE with respect to that program will be considered as having been transferred and not retrenched. As such, the FACULTY MEMBERS affected shall be entitled to all rights and privileges of transferred employees, including transportation and moving expenses, subject to COMMONWEALTH rules and regulations pertaining thereto. Such transferred employees shall not be reduced in rank or step.

M. The COLLEGES shall, on or before November 1 of each year, provide APSCUF with a seniority list for each COLLEGE. All such lists shall reflect each FACULTY MEMBER's most recent date of appointment at the COLLEGE and within his/her current department. Positions on such list shall be considered final unless a question is raised with respect thereto by an individual FACULTY MEMBER within a period of sixty (60) days from the date of delivery of the list of APSCUF.

N. The provisions of this Article shall be applied in accordance with the document entitled "COMMONWEALTH - APSCUF Cooperative College Development Program Through Non-Retrenchment of Faculty", dated August 31, 1974.

O. The parties shall meet and discuss during the term of the Agreement, aspects of this Article that are of mutual interest.

Article XXVIII DISTINGUISHED FACULTY AWARDS

A. Teaching Excellence

1. Recognition of exceptional excellence in teaching shall be made at both the COMMONWEALTH and local COLLEGE through the designation annually of up to a maximum of twenty-seven (27) Commonwealth Teaching Fellows, a maximum of up to ten (10) of whom may also be awarded a Distinguished Teaching Chair.

2. Single payment cash awards of twenty-five hundred dollars (\$2,500) shall be made to each FACULTY MEMBER who is granted recognition as a Commonwealth Teaching Fellow for a given academic year. An additional single payment cash award of thirty-five hundred dollars (\$3,500) shall be made in a given academic year for a Commonwealth Teaching Fellow who, in that year, is also awarded a Distinguished Teaching Chair.

3. A Distinguished Teaching Chair shall be awarded only to a FACULTY MEMBER who has in a prior action, the process for which is described below, been designated a Commonwealth Teaching Fellow at a COLLEGE campus for the same academic year period.

4. Each COLLEGE shall be authorized to designate at least one (1) FACULTY MEMBER as a Commonwealth Teaching Fellow for each one-hundred-fifty (150) FACULTY MEMBERS and the maximum number of commonwealth Teaching Fellows at each COLLEGE for a given Academic year shall be as follows:

<u>ONE</u>	<u>TWO</u>	<u>THREE</u>
Cheyney	Bloomsburg	Edinboro
East Stroudsburg	California	Indiana
Lock Haven	Clarion	West Chester
Mansfield	Kutztown	
	Millersville	
	Shippensburg	
	Slippery Rock	

However, this shall not be interpreted as a mandate that each COLLEGE must designate a Commonwealth Teaching Fellow for a given academic year.

5. The procedure for designating Commonwealth Teaching Fellows shall be as follows:

a. There shall be a Distinguished Faculty Awards Committee at each COLLEGE which shall be comprised of six (6) members including: the President of the COLLEGE or his/her designee; the President of the local chapter of APSCUF or his/her designee; two (2) student representatives selected as determined by the COLLEGE Student Government Association; and two (2) members of COLLEGE faculties (other than those covered by this Agreement) who are considered to be distinguished teachers in institutions of higher learning having renown for an emphasis on teaching excellence.

b. A quorum of the Distinguished Faculty Awards Committee shall consist of four (4) members of the Committee.

c. A FACULTY MEMBER may not serve on the Distinguished Faculty Awards Committee if he/she is simultaneously seeking consideration for an award.

6. By September 16, 1974, the Secretary of Education and/or his/her designee(s) shall meet with representatives of APSCUF to discuss procedures for implementing all of the requirements of this article which shall include:

a. The design of a process for preparing specifications for use by the Distinguished Faculty Awards Committees in making judgments concerning proposals to be submitted by eligible FACULTY MEMBERS. The specifications must at least include requests for:

(1) A detailed statement of the specific educational outcomes anticipated by the FACULTY MEMBER.

(2) A complete description of the methods and processes to be used in the achievement of the specified educational fields.

(3) A comprehensive guide for use by a Distinguished Faculty Awards Committee to verify that the anticipated results have actually been accomplished. Both qualitative and quantitative indicators of teaching success shall be included to the greatest extent useful to the verification process. Student participation shall be provided for in the verification of results.

b. The design of procedures to be used by each Distinguished Faculty Awards Committee in considering proposals from FACULTY MEMBERS. The procedures must at least provide for these elements:

Article XXVIII. Continued

(1) A brief typewritten preliminary prospective proposal shall be submitted on a uniform application blank to the campus Distinguished Faculty Awards Committee.

(2) The applications "b (1)" above shall be circulated to all members of the committee, four (4) of whom must give affirmative endorsements for the applicant to be invited to an oral presentation. The oral presentation shall be made to a quorum of the committee.

(3) Voting shall be by secret ballot.

(4) Each FACULTY MEMBER whose oral presentation has been accepted by at least a majority of affirmative votes of the COLLEGE level committee members in attendance at the oral presentation shall prepare a comprehensive detailed, typewritten prospective proposal for circulation to the Committee members. At least a quorum of the Committee must be in attendance during the oral presentation.

(5) When a FACULTY MEMBER's detailed proposal is accepted by at least a majority of affirmative votes of a quorum of the COLLEGE level committee, that FACULTY MEMBER shall be designated as a "Candidate for a Distinguished Faculty Award".

c. A process shall be designed for joint APSCUF/COMMONWEALTH selection of teachers from the institutions of higher learning other than those included in this Agreement. Included here will be consideration of appropriate forms of recognition for service of these teachers.

d. All specification and procedural guidelines shall be available to campus Faculty Awards Committees no later than October 16, 1974.

7. Any FACULTY MEMBER in at least the second year of teaching at a COLLEGE may submit to the COLLEGE Committee a preliminary prospective proposal application no later than November 4, 1974. (For the academic year 1975-1976 and beyond, the date shall be October 1.) In a given academic year a FACULTY MEMBER may not apply for consideration for both a Teaching Fellow award and an Exceptional Academic Services award as described in Article XXXIV.

8. The COLLEGE Distinguished Faculty Awards Committee shall, in accord with the specification and procedural guidelines issued as in paragraph "6d" above, designate Candidates no later than December 16, 1974. (For the academic year 1975-1976 and beyond, the date shall be November 15.)

9. At each step in the process where a vote for acceptance or rejection is taken, each FACULTY MEMBER involved at that step will be informed of the action taken by the COLLEGE Committee. The decision of the COLLEGE Committee shall be final and binding in all respects in each case at each step.

10. Each Candidate so desiring shall, at the close of the academic year, request a study of the results of his/her accomplishments. By secret ballot, the COLLEGE Committee shall vote upon whether the anticipated educational results have been achieved. If an affirmative vote of four (4) members of the campus Committee is recorded, the Successful Candidate shall be issued a "Certificate of Excellence in Teaching" signed by the Committee members, the President of the COLLEGE, and the Secretary of Education. The President and the Secretary shall be given a written summary of the meritorious teaching of each of the Successful Candidates. These reviews shall be completed by June 30.

Article XXVIII. Continued

11. Each COLLEGE Distinguished Faculty Awards Committee shall review the accomplishments of every FACULTY MEMBER who was awarded a Certificate of Excellence in Teaching to determine if the FACULTY MEMBER should also be given recognition as a Commonwealth Teaching Fellow. Upon an affirmative vote of five (5) members of the Committee, the designation of Commonwealth Teaching Fellow may be made to the limit of the number of authorized Fellowships for the particular COLLEGE. The President of the COLLEGE and the Secretary of Education shall be notified in writing of the designation of each Fellow; a written summary of the exceptionally excellent teaching performance shall accompany the notification. "A Certificate of Designation" signed by the Committee members, the President of the COLLEGE, and the Secretary of Education shall also be given to each Fellow. These reviews shall be completed by July 31.

12. The procedure for granting Distinguished Teaching Chairs shall be as follows:

a. The Secretary of Education shall convene a "Distinguished Faculty Awards Commission" which shall be comprised of: the Secretary of Education who shall be Chairperson; one (1) President of a COLLEGE designated by the Board of Presidents; one (1) President of a Student Government Association chosen by random lot by the Secretary of Education; the President of APSCUF; and three prominent persons named by the Secretary, none of whom may be employed by the COMMONWEALTH or by the COLLEGES.

b. The Commission shall meet during September to review the files illustrating the exceptional educational accomplishments of each Commonwealth Teaching Fellow named at the close of the previous academic year.

c. The Commission shall consider each file in accordance with a procedure determined by the Secretary, and the Commission may award up to a maximum of ten (10) Distinguished Teaching Chairs from among those FACULTY MEMBERS who have been designated as Commonwealth Teaching Fellows at the close of the previous academic year. However, this shall not be interpreted as a mandate that the Commission must award any number of Chairs for a given academic year.

d. The Commission shall complete its work by October 31. The Secretary of Education shall notify each Teaching Fellow of the decision of the Commission. If a Teaching Fellow has also been awarded a Distinguished Teaching Chair, a Certificate of Award signed by members of the Commission shall also be given. The decisions of the Distinguished Faculty Awards Commission shall be final and binding in all respects.

e. The Secretary of Education shall submit individual summaries of the accomplishments of each Commonwealth Teaching Fellow together with descriptions of exceptional achievements that led to awards of Distinguished Teaching Chairs to the Governor of the Commonwealth of Pennsylvania and to the officers of the State Board of Education and the Board of State College and University Directors, the Presidents of the State Colleges and University and the officers of their respective Boards of Trustees.

f. The single payment cash awards shall be paid no later than November 30.

B. Exceptional Academic Services

1. Recognition of exceptionally valuable ACADEMIC services to the COMMONWEALTH and COLLEGES may be made through the presentation annually of up to a maximum of eight (8) Commonwealth Distinguished Academic Services Awards.

2. A single payment cash award of six thousand dollars (\$6,000) shall be made to each FACULTY MEMBER who is selected for a Commonwealth Distinguished Academic Services Award in a given academic year.

3. FACULTY MEMBERS who wish to be considered for their contributions of exceptional academic services shall have their applications reviewed initially at their COLLEGE of employment by the local COLLEGE Distinguished Faculty Awards Committee--described in Article XXVIII. A FACULTY MEMBER may not serve on the Distinguished Faculty Awards Committee if he/she is simultaneously seeking an award.

4. In the meetings of the Secretary of Education and APSCUF described in Article XXVIII, Section A, paragraph 6, the agenda shall also include:

a. The design of a process for preparing specifications for use by the Distinguished Faculty Awards Committees in making judgments concerning prospective proposals for academic services to be submitted by eligible FACULTY MEMBERS. The specifications must at least include requests for:

(1) A detailed statement of the specific outcomes that the FACULTY MEMBER anticipates will result from the academic services offered.

(2) A complete description of the forms of services to be supplied, including all methods and processes that will be used to achieve the specified outcomes.

(3) A comprehensive guide for use by a Distinguished Faculty Awards Committee to verify that the anticipated results have actually been accomplished. Both qualitative and quantitative indicators of success in supplying the specified academic services shall be included to the greatest extent useful to the verification process. Student participation shall be provided for in the verification of results.

5. The requirements expressed in Article XXVIII, Section A, paragraph "7", "8", and "9" are applicable here respectively.

6. Each Candidate so desiring shall, at the close of the academic year, request a study of the results of his/her accomplishments. By secret ballot, the campus Committee shall vote upon whether the anticipated academic results have been achieved. If an affirmative vote of at least four (4) members of the campus Committee is recorded, the Successful Candidate shall be issued a "Certificate of Exceptional Academic Service" signed by the Committee members, the President of the COLLEGE, and the Secretary of Education. The President and the Secretary shall be given a written summary of the meritorious service of each of the successful candidates. These reviews shall be completed by June 30.

7. The file of each of the Successful Candidates shall be submitted to the Distinguished Faculty Awards Commission described in Article XXVIII, Section A, paragraph "12".



Article XXVIII. Continued

8. The Commission shall meet during September and subsequent to the reviews of the files of the Commonwealth Teaching Fellows, the Commission shall review the exceptional academic accomplishments associated with the services performed by each FACULTY MEMBER who was awarded a Certificate for Exceptional Academic Service.

9. The Commission shall consider each file in accordance with a procedure determined by the Secretary, and the Commission may award up to a maximum of eight (8) Commonwealth Distinguished Academic Services Awards from among those FACULTY MEMBERS who were awarded Certificates for Exceptional Academic Service at the close of the previous academic year. However, this shall not be interpreted as a mandate that any number of Commonwealth Distinguished Academic Services Awards must be presented in a given academic year.

10. Upon the completion of the work of the Commission on October 31, the Secretary of Education shall notify each FACULTY MEMBER holding a Certificate for Exceptional Academic Service of the decision of the Commission. If a FACULTY MEMBER has been granted a Distinguished Academic Services Award, a "Certificate of Award" signed by the members of the Commission shall also be given. The decisions of the Distinguished Faculty Awards Commission shall be final and binding in all respects.

11. The Secretary of Education shall submit individual summaries of the exceptional accomplishments of each FACULTY MEMBER who received a Distinguished Academic Services Award to the Governor of the Commonwealth of Pennsylvania and to the officers of the State Board of Education and the Board of State College and University Directors, the Presidents of the State Colleges and University and the officers of their respective Boards of Trustees.

12. The single payment cash awards shall be paid no later than November 30.

C. Distinguished Faculty Awards Base Costs

The base cost figure for Distinguished Faculty Awards for Teaching Excellence and the Distinguished Academic Services Awards has been calculated, based upon past practices, to be three hundred and twenty thousand dollars (\$320,000). Of that amount, up to fifteen thousand (\$15,000) may be allocated to cover fifty (50) per cent of the costs of honoraria and expenses of members of college faculties (other than those covered by this Agreement), who are considered to be distinguished teachers in institutions of higher learning having renown for an emphasis on teaching excellence, selected to serve on campus Distinguished Faculty Awards Committee.

D. Distribution of Unexpected Funds

1. The total cost of Distinguished Faculty Awards for the academic year 1975-1976 shall be compared to the total cost of merit awards for the academic year 1973-1974 as set forth in Appendix II. If the total cost of Distinguished Faculty Awards for the academic year 1975-1976 is less than the total cost of merit awards for the academic year 1973-1974, the residual amount shall be distributed, in the manner described below, to each FACULTY MEMBER on the Q4 and U4 salary schedule as of the first full pay period in the academic year 1975-1976. As soon as practicable after the necessary calculations mandated by Sections 1 and 2 have been completed, the residual amount shall be distributed in the following manner:

Article XXVIII. Continued

a. The residual amount (the difference between the total cost of Distinguished Faculty Awards for the academic years 1975-1976 and 1973-1974) shall be divided by the number of full-time equivalent FACULTY MEMBERS on the payroll as of the first full pay period in the academic year 1975-1976.

b. Each pay step of the Q4 and U4 salary schedule in effect at the beginning of the academic year 1975-1976 shall be appropriately adjusted to reflect the amount arrived at in paragraph a. of this section.

2. It is understood and agreed that if the total cost of Distinguished Faculty Awards for the academic year 1975-1976 is equal to or exceeds the total cost of merit for the academic year 1973-1974, then no saving is realized by the COMMONWEALTH and there will be no adjustment of the Q4 or U4 salary schedule.

3. For each academic year beyond 1975-1976 contained within the life of this Agreement, the procedures and requirements of Sections 1 and 2 above shall apply.

Article XXIX INDEPENDENT STUDY

A FACULTY MEMBER engaged with students in independent study shall be paid in accordance with Appendix V when the following requirements have been met:

1. The FACULTY MEMBER(S) assigned workload is eleven (11) or more academic credit hours or equivalents per semester.

2. An independent study program within a department must be listed in the COLLEGE catalogue with an accompanying course description or must have received approval for inclusion in the catalogue.

3. Prior to the granting of academic credit, the department shall approve the course of study undertaken by the student.

4. The acceptance of independent study students shall be voluntary on the part of the FACULTY MEMBER, however, when such students are accepted, at least five (5) hours of FACULTY time per credit offered shall be made available upon the request of each student. This time shall be outside the periods already allocated by the FACULTY MEMBER to classroom and office commitments.

5. The offering of independent study courses by the department shall be governed by the same credit hour constraints consistent with COLLEGE policy.

6. The FACULTY MEMBER may not accept students for more than nine (9) academic credit hours of independent study per semester.



Article XXX MISCELLANEOUS CONDITIONS

A. Offices

The COMMONWEALTH/COLLEGES shall supply each FACULTY MEMBER with suitable office space and facilities, which the COMMONWEALTH/COLLEGES shall maintain.

B. Unemployment Compensation

FACULTY MEMBERS shall be eligible for unemployment compensation benefits as provided by law.

C. Indemnity for Liability

The COMMONWEALTH/COLLEGES shall hold a FACULTY MEMBER harmless of and from any and all claims, suits, orders or judgments arising as the result of any action taken as a FACULTY MEMBER in the ordinary course of employment.

D. Television Tapes

Participation in instructional television tapes is to be voluntary on the part of FACULTY MEMBER(S). The COLLEGE and FACULTY MEMBER(S) shall agree, either before or after the taping, as to the future use and disposition of the taped material.

E. Curriculum Committee

There shall be a curriculum committee at each COLLEGE, which shall be selected as determined by the FACULTY, but which may include at least one (1) administrator if designated by the President.

F. Past Practice

FACULTY benefits and working conditions now existing and not in conflict with this Agreement shall remain in effect until any such benefit or working condition or any rule, regulation, practice or procedure relating thereto is changed in a manner authorized in accordance with the exercise of the rights reserved to the COMMONWEALTH/COLLEGES under Article X, hereof, RIGHTS OF COMMONWEALTH/COLLEGES. Present procedure as to scheduling classes and scheduling other duties during the academic year shall be changed only to the extent and in such manner as such changes have been adopted in recent years.

Article XXXI AGREEMENT AGAINST STRIKES AND LOCK-OUTS

A. During the term of this Agreement there shall be no strike, stoppage of work, walkout, slow-down or refusal to work or to perform any part of the FACULTY MEMBER'S duties.

B. Neither the COMMONWEALTH nor COLLEGE(S) shall lockout any FACULTY MEMBER(S) during the term of this Agreement.

#### Article XXXII HEADINGS

Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall the heading affect the meaning, construction or effect of the Article.

#### Article XXXIII SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

#### Article XXXIV LEGISLATIVE ACTION

A. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation or the granting of appropriations, that provision shall become effective only if such legislative action is taken. The parties, however, mutually agree to make such recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

B. The COMMONWEALTH, with the cooperation of APSCUF, will cause to be introduced and will lend its full support to the necessary proposed legislation.

C. In the event the legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to re-negotiate regarding the subject matter contained in the appropriate article in a manner permitted by law.

#### Article XXXV TOTALITY OF AGREEMENT

The parties acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire agreement between the parties for the term of said Agreement or any extensions thereof. Each party waives his/her right to bargain collectively with the other with reference to any other subject, matter, issue or thing, whether specifically covered here or wholly omitted herefrom, whether or not said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Article XXXVI TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 1974 and shall remain in full force and effect to and including August 31, 1977 and shall renew itself from year to year for the length of time determined in Article XX, Sec. A4c. This Agreement shall automatically renew itself from year to year thereafter unless, not later than sixty (60) days prior to the expiration of the then current term of Agreement, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

By Milton J. Shapiro  
Milton J. Shapiro, Governor

By Bernard Ingster  
Bernard Ingster, Chief Negotiator

By Sharon Amoroso  
Sharon Amoroso, Negotiator

By Charles H. Carlson  
Charles Carlson, Negotiator

By William Charlesworth  
William Charlesworth, Negotiator

By Robert H. Gaylor  
Robert Gaylor, Negotiator

By Thomas M. Krapsho  
Thomas Krapsho, Negotiator

ASSOCIATION OF PENNSYLVANIA STATE  
COLLEGE AND UNIVERSITY FACULTIES  
(APSCUF)

By Michael Montemuro  
Michael Montemuro, Chairman

By Martin Morand  
Martin Morand, Chief Negotiator

By Henry Furio  
Henry Furio, Negotiator

By Holman Jenkins  
Holman Jenkins, Negotiator

By Richard Waechter  
Richard Waechter, Negotiator

By Robert Winter  
Robert Winter, President

EXHIBIT "A"

DEPARTMENT CHAIRPERSONS AND ASSISTANTS

WORK LOAD EQUIVALENTS

Department chairpersons shall be granted work load equivalents in accordance with the following schedule:

<u>Department Size</u>	<u>Work Load Equivalents</u>
1 to 9	25%
10 or over	50%

(In departments of 16 or more, assistant department chairpersons may be appointed, when such appointment is approved by the President.)

Assistant chairpersons shall be granted a work load equivalent of up to 25% as approved by the President, in consultation with the chairpersons and assistant chairpersons.

The President or his/her designee shall have the right to vary any or all of the above numbers (either department size or percentage) by as much as 20% of the numbers listed, up or down.

EXHIBIT "B"

WORK LOAD EQUIVALENTS FOR CO-CURRICULAR DUTIES

I. WORK LOAD EQUIVALENTS TO BE GRANTED FOR COACHING INTERCOLLEGIATE SPORTS  
(Expressed in percentages of Full-Time Teaching Load)

	<u>Fall Term</u>	<u>Spring Term</u>
<u>ARCHERY</u>	-	15%
<u>BASEBALL</u>	-	33 1/3%
<u>BADMINTON</u>	-	15%
<u>BASKETBALL</u>		
Head Coach	50%	25%
Assistant Coach	25%	25%
Freshman Coach	25%	25%
<u>CROSS-COUNTRY</u>		
Head Coach	25%	-
Assistant Coach	20%	-
<u>FIELD HOCKEY</u>		
Head Coach	25%	-
Assistant Coach	20%	-

## Exhibit "B". Continued

	<u>Fall Term</u>	<u>Spring Term</u>
<u>FOOTBALL</u>		
Head Coach	50%	25%
Assistant Coach	25%	25%
Freshman Coach	25%	25%
<u>GYMNASTICS</u>		
Head Coach	25%	25%
Assistant Coach	20%	20%
<u>GOLF</u>		
Head Coach	-	25%
Assistant Coach	-	20%
<u>JUDO</u>		
Head Coach	-	25%
<u>DIRECTOR OF EQUAL OPPORTUNITY IN SPORTS</u>	25%	25%
<u>LACROSSE</u>		
Head Coach	-	25%
Assistant Coach	-	20%
<u>RIFLE</u>		
Head Coach	-	25%
<u>SOCCER</u>		
Head Coach	50%	-
Assistant Coach	25%	-
<u>SOFTBALL</u>		
Head Coach	-	15%
<u>SQUASH</u>		
Head Coach	25%	-
Assistant Coach	20%	-
<u>SWIMMING</u>		
Head Coach	25%	25%
Assistant Coach	20%	20%
<u>TENNIS</u>		
Head Coach	-	25%
Assistant Coach	-	20%
<u>TRACK - WINTER</u>		
Head Coach	25%	-
Assistant Coach	20%	-
<u>TRACK - SPRING</u>		
Head Coach	-	33 1/3%
Assistant Coach	-	25%

	<u>Fall Term</u>	<u>Spring Term</u>
<u>WRESTLING</u>		
Head Coach	50%	25%
Assistant Coach	25%	20%
<u>TRAINER - MEN</u>	50%	25%
<u>TRAINER - WOMEN</u>	20%	20%
<u>VOLLEYBALL</u>	-	15%
<u>DIRECTOR OF INTRAMURALS</u>	25%	25%

The President or his/her designee shall have the right to vary all or any of the above percentages by as much as 20% of the percentages listed, up or down. In addition, the President or his/her designee shall have the additional flexibility of changing the percentages in a particular term, so long as a deficit in one term is made up in the other. As an example, a head football coach is listed as being entitled to a 50% work load equivalent in the fall term and a 25% work load equivalent in the spring term. In the event he/she performs such duties in both terms, the President or his/her designee has two (2) options, as follows: (1) he/she can reduce each or both percentages by 20% of that which is listed - 10% in the fall term and 5% in the spring term; or (2) he/she may, with respect to those reduced amounts, grant even less in the fall term, so long as the deficit is made up in the spring.

## II. DIRECTOR OF EQUAL OPPORTUNITY IN SPORTS

This function has been established at each COLLEGE to ensure that all athletic activities conform with the Department's policies on women in sports as well as with the fully equitable scheduled use of athletic facilities and with equitable scheduling of intercollegiate athletic events for all students engaged in sports programs.

## III. WORK LOAD EQUIVALENTS TO BE GRANTED FOR DIRECTING MUSIC ACTIVITIES

In developing a plan for granting work load equivalents for directing music activities, a distinction is to be made between a music school in which a given activity is part of the regular instructional program in the music curriculum, and a non-music school in which the activity is actually extra-curricular or outside the curriculum.

A. If the activity is recognized as part of the regular curriculum, the director shall be granted work load equivalents under the plan adopted for determining teaching work loads for classroom or laboratory instruction.

B. If a music activity is actually extracurricular, the following work load equivalents shall be granted:

	<u>Flat Allowance</u>	<u>Per Contact Hour For Average Weekly Assignment</u>
Band - Concert or Marching	20%	5%
Assistant Band Director	10%	2.5%
Orchestra	20%	5%

Exhibit "B". Continued

	<u>Flat Allowance</u>	<u>Per Contact Hour For Average Weekly Assignment</u>
Ensembles and Smaller Instrumental Groups	10%	2.5%
Choir or Chorus	20%	5%
Smaller Vocal Groups	10%	2.5%

IV. WORK LOAD EQUIVALENTS TO BE GRANTED FOR DIRECTING AND/OR ADVISING FORENSICS, DRAMATICS AND JOURNALISM

	<u>Flat Allowance</u>	or	<u>Per Hour Per Week</u>
Director of Forensics	15%		2.5%
Director of Dramatics	20%		2.5%
Director (Advisor) of Student Newspaper	20%		2.5%
Advisor to Other Student Publications	10%		2.5%

V. With respect to Section III B and IV, above, the President or his/her designee shall determine the amount of time to be spent on the activity by the FACULTY MEMBER each week, and the FACULTY MEMBER shall have the right to choose between the work load equivalent alternatives.

VI. Instead of offering a work load equivalent to the FACULTY MEMBER for any of the above, the President or his/her designee shall have the right, in consultation with the FACULTY MEMBER and APSCUF to assign the work on an overload basis.

## APPENDIX I

### DUE PROCESS HEARING PROCEDURES

(Pursuant to Article XV, A (3)(a) of the Collective Bargaining Agreement between the Commonwealth and APSCUF dated October 2, 1974.)

#### 1. Committee Rationale:

In cases involving nonrenewal of non-tenured FACULTY, the Due Process Hearing Committee derives its authority from the Collective Bargaining Agreement between APSCUF and the Commonwealth of Pennsylvania. In assuming its responsibility, it makes a solemn commitment to an objective and judicious resolution of disputes.

#### 2. Committee Selection:

The Due Process Hearing Committee shall consist of three (3) FACULTY MEMBERS selected as follows: Eleven (11) names shall be chosen at random from the FACULTY as a whole (all persons at the COLLEGE holding FACULTY rank). With the COMMONWEALTH striking first, each party in interest shall alternately strike four (4) names until three (3) names are left. The pool of names shall not include members of the aggrieved FACULTY MEMBER's own department. Participation in the due process procedure shall be considered both a responsibility and an obligation of each member of the FACULTY.

#### 3. Excusal from Service or Challenge for Cause:

Any FACULTY MEMBER shall have the right and the obligation to disqualify himself/herself from a case in which a personal interest, association or attitude might cause a presumption of bias or jeopardize the Committee's objectivity.

The parties at interest shall have the right to challenge any person chosen from the pool of FACULTY for bias or other just cause. If the ground for challenge is known, such challenge shall be made prior to the striking described in paragraph 2. The Committee Counsel shall rule on such challenges, and, if sustained, another name shall be chosen at random from the pool of FACULTY to fill the vacant position. Thereafter, if any FACULTY MEMBER chosen for the Committee shall resign, withdraw, be successfully challenged, or through unforeseen eventuality become incapable of discharging his/her duties, such vacancies on the Committee shall be filled in accordance with the procedure described above by selecting three (3) names at random with each party striking one (1).

#### 4. Rights and Responsibilities of Committee Members:

Each committee member shall devote such time as is necessary to properly carry out his/her duties. He/she shall deal with conflicting duties in his/her discretion and shall under no circumstances be penalized in any way for not meeting conflicting COLLEGE responsibilities because of his/her duties on the Committee. The President, together with all persons at the COLLEGE,



shall cooperate in every way possible so as to minimize any adverse impact on the academic program. The avoidance of partiality or advocacy on the part of any Committee member is essential to the fair and proper conduct of any due process hearing. In this light and in the desire to assure the right of the aggrieved FACULTY MEMBER to receive the fair and independent judgment of his peers, the Committee must also recognize its responsibility to refrain from public or private commentary on questions, issues or judgments related to these hearings.

5. Committee Structure:

Each Committee will determine its chairperson through election and will serve continuously until the termination of the case. The chairperson, in consultation with the Committee and its Counsel, shall make all rulings on evidence and procedure. The Committee will assume responsibility for organizing, scheduling and convening due process hearings.

6. Discovery:

Discovery (including the issuance of subpoenas, where necessary) shall be fully available in accordance with the "General Rules of Administrative Practice and Procedure" (1 Pa. Code §35.137, et seq.), attached hereto and made a part hereof. The cost of such discovery shall be borne by the party making it.

All relevant documents in the possession of the parties at interest shall be open to review upon request.

7. Pre-Hearing Conference:

For the purpose of expediting the hearing and to assist the parties in preparation of their case, a pre-hearing conference shall be held at which the chairperson of the Committee, who shall be the only Committee member in attendance, shall require the interested parties to:

- (a) stipulate as to the uncontested facts to be submitted to the Committee;
- (b) prepare a statement of those issues which will be contested;
- (c) prepare a list of exhibits which shall be marked;
- (d) prepare a written list of witnesses and a summary of the issues concerning which they will testify; and
- (e) establish a date for the due process hearing.

The COMMONWEALTH, more than ten (10) calendar days prior to the pre-hearing conference, shall submit to the other parties and to the chairperson of the Committee a written summary of the facts and issues of the case as described above. The duty to provide a written list of witnesses and a summary of the issues concerning which they will testify shall not extend, however, to those matters to be disclosed on cross-examination or in rebuttal. The Committee Counsel shall assist the chairperson at the pre-hearing conference.

Failure to make such full and complete disclosure without good cause may be ground for exclusion of witnesses or evidence, upon motion of any party and within the discretion of the Committee. The Committee shall provide the interested parties with at least twenty-eight (28) days written notice before convening the pre-hearing conference.

8. Legal Representation and Participation:

The parties at interest and APSCUF shall have the right to be represented by legal counsel at their own expense and to participate fully in the proceedings. Either party and APSCUF shall also have the right to appear without counsel.

9. Due Process Hearing Committee Counsel:

The COMMONWEALTH and APSCUF shall jointly prepare a list of skilled arbitrators or attorneys knowledgeable in the field of higher education for service as Counsel to the Due Process Hearing Committee. Committee Counsel for each case shall be chosen from the list as follows: Starting at the top of the list and proceeding in order, the COMMONWEALTH and the aggrieved FACULTY MEMBER shall agree on a name from the list. If that person cannot serve, the procedure shall be followed again until a name is agreed upon and that person has agreed to serve. For each selection, the procedure shall begin with the person next on the list after the person selected for the previous hearing.

The Committee Counsel shall serve as advisor to the Committee on all procedural questions that might arise during the course of the hearing including the handling of witnesses, admissibility of evidence, and structuring of the case. While the Committee Counsel shall be present for all phases of the hearing, including the deliberative phase of the proceeding, Counsel shall advise the Committee on matters of substance and evidence but may not insert his substantive view or opinion of the case into Committee proceedings.

The Counsel's fee shall be borne by the COLLEGE.

10. Attendance at Hearings:

The Due Process Hearing Committee will conduct open hearings unless the aggrieved FACULTY MEMBER specifically requests a closed hearing. In the event of such a request from the aggrieved FACULTY MEMBER, the hearing shall be open only to the parties at interest in the case and APSCUF.

The Committee shall have the power to require any witness or witnesses to withdraw during the testimony of other witnesses and to remove unauthorized persons from the hearing chamber; however, the Committee recognizes the right of the parties to the hearing to maintain a reasonable number of advisers as determined by the Committee in the hearing room throughout the hearing.

11. Stenographic Record:

A stenographic record shall be made at each hearing. A copy of this record shall be provided at the expense of the COLLEGE to each member of the Committee, to counsel for the COLLEGE and to the aggrieved FACULTY MEMBER. All other parties may request and shall receive copies of the transcript at their own expense.

12. Continuances:

The Committee operating under majority rule will consider and evaluate cause for continuances upon the petition of a party at interest.

Aside from such requests for continuance, the Committee will conduct hearings within the limits of a reasonable operating schedule, preferably on consecutive days.

13. Preliminary Statements:

Each party shall make a preliminary statement with the COMMONWEALTH presenting its statement first.

14. Order of Presentation:

The Committee will adhere to the following sequence with respect to the presentation of evidence:

(a) The COMMONWEALTH shall present evidence to establish that the aggrieved FACULTY MEMBER has not been denied renewal without just cause. Such evidence shall be sufficient to establish a prima facie case. This should be done by introducing into evidence the statement of reasons sent to the aggrieved FACULTY MEMBER and by introducing other supporting materials such as evaluations, recommendations, witnesses, etc.

(b) The aggrieved FACULTY MEMBER must then establish that the reasons given are not adequate or not supported by the facts.

(c) The COMMONWEALTH may then present further evidence to support its assertion that the aggrieved FACULTY MEMBER was non-renewed for the reasons given in subsection (a) above.

(d) The aggrieved FACULTY MEMBER may then present evidence to further establish that the reasons given are not adequate or not supported by the facts.

15. Issue to be Determined:

The issue to be determined by the Committee is whether the aggrieved FACULTY MEMBER has been denied renewal without just cause.

16. Evidential Procedures and Criteria:

In presenting their respective cases, both parties may offer all evidence relevant to the issue to be determined. Though the Committee will not adhere to formal or legal rules of evidence, it reserves the right, on advice of Counsel, to exclude leading or improper questions, hearsay evidence, and irrelevant and immaterial testimony, or to otherwise treat such material as it sees fit. The Committee also reserves the right to admit testimony subject to a later determination as to relevancy and materiality.

17. Oaths:

The Committee shall require witnesses to testify under oath or affirmation.

18. Documentary Evidence:

Documentary evidence shall be admissible in accordance with generally accepted rules on authentication, relevancy, hearsay, etc. All documents shall be properly marked and, if accepted into evidence, made a part of the record.

19. Cross-Examination:

The parties at interest shall have the right to examine evidence, the right to offer evidence, and to examine and cross-examine witnesses. The Committee shall guarantee this right in all cases under its jurisdiction.

Each Committee member shall be allowed to direct questions to any witnesses or to counsel in order to elicit information deemed relevant to the issue to be determined.

20. Summation:

Final arguments shall succinctly summarize testimony and evidence relevant to the controverted issues. The Committee may accept or require oral summations or written briefs or both.

If briefs are submitted, they shall include proposed findings and conclusions and shall be submitted within 15 days of receipt of the transcript of the hearing.

21. Written Decision:

Within fifteen (15) days after receipt of briefs, where briefs are submitted, or within fifteen (15) days after it receives the complete transcript of the proceedings, the Committee, in accordance with the Collective Bargaining Agreement, shall deliver its findings, conclusions, and decision to the COMMONWEALTH, the aggrieved FACULTY MEMBER and APSCUF.

After reviewing the hearing transcript and evaluating findings of fact in closed deliberations, the Committee shall render its decision based upon the credible evidence in the record.

The Committee Counsel shall prepare the written opinion in accordance with the wishes of the majority and submit it to the Committee for approval and distribution. A dissent, if any, shall be prepared by the dissenter within the time allowed and reproduced for issuance with the majority opinion. The opinions shall be signed by all members and under no circumstances shall a Committee member abstain from rendering a decision.

22. Time is of the Essence:

Time shall be of the essence. The Committee shall arrange with the stenographer to complete the preparation of the transcript within three (3) weeks of the hearing. There shall be granted only one (1) extension of time to file briefs, which shall be for compelling reason and shall not exceed fifteen (15) days.

23. Appeals:

The written decision of the majority of the Committee shall be recommendatory to the President who shall affirm the decision unless he finds no substantial evidence in the record to support it. An appeal may be taken from the decision of the President to the Secretary of Education whose written

decision shall be final and binding in all respects.

24. Settlement Prior to Decision:

If the parties at interest resolve their differences prior to the termination of these hearings, the Committee shall suspend its operations.

25. Maintenance of Status:

All hearings for second-year FACULTY MEMBERS shall be held early enough in the academic year to assure their completion prior to the terminal date of the aggrieved FACULTY MEMBERS' contracts. Hearings for FACULTY MEMBERS beyond the second year shall commence no later than October 15 of their terminal year. If the hearing process is not completed prior to the terminal date of the aggrieved FACULTY MEMBERS' contracts, the FACULTY MEMBERS shall maintain their full employment rights pending the rendering of the President's decision unless the delay was caused by the FACULTY MEMBERS or their representatives. Any dispute under this section shall be resolved by the Committee, and its decision shall be final.

26. Interpretation of Procedures:

The Chairman of the Committee shall, after consultation with Counsel and the other Committee members, resolve questions relating to the meaning and application of these procedures. If any member of the Committee so requests, such questions shall be resolved through private deliberations and majority vote.

27. Costs:

All costs arising out of the conduct of these hearings shall be borne by the COLLEGE, except as above provided.

28. Further Guidance:

The Committee and its Counsel may refer to the "General Rules of Administrative Practice and Procedure" (1 Pa. Code §31.1, et seq.) for guidance regarding a procedural matter not resolved by these rules.

29. Definitions:

For the purposes of these procedures, the following words shall be defined as follows:

"Parties at interest" -- the COMMONWEALTH of Pennsylvania, the FACULTY MEMBER subject to the due process proceeding, and APSCUF, when it so desires and informs the other parties.

"The COMMONWEALTH" -- the sovereign State of Pennsylvania including all of its legal administrative subdivisions.

"The aggrieved FACULTY MEMBER" -- a FACULTY employee of a State COLLEGE

or University subject to nonrenewal under Article XIV of the APSCUF-COMMONWEALTH Collective Bargaining Agreement.

"APSCUF" -- the Association of Pennsylvania State College and University Faculties.

"COLLEGE" -- the State Colleges or University at which the hearing is held.

## APPENDIX II

### PROMOTION COSTS

A. As soon as practicable after the signing of this Agreement, the cost to the COMMONWEALTH of promotions (effective the beginning of the academic year 1973-1974) of FACULTY MEMBERS on the Q4 and U4 salary schedule shall be calculated in the manner described below and this cost shall remain a constant throughout the life of this Agreement and shall serve as a base for the purpose of comparing the costs to the COMMONWEALTH of promotions made in subsequent academic years.

The number of FACULTY promoted effective the beginning of the academic year 1973-1974 shall be determined and the increased cost for the 1973-1974 period attributable directly to each promotion shall be calculated. The sum of the increased cost for each promotion shall constitute the total cost of promotions during the academic year 1973-1974. It is understood and agreed that any costs attributable to an annual service increment and/or a merit increment will not be counted in computing the increased cost to the COMMONWEALTH per promotion. It is further understood and agreed that the cost of promotions shall be calculated solely on the base salary (calculated at the bi-weekly salary rate).

B. When accurate data relative to promotion decisions effective the beginning of the academic year 1975-1976 are available, the total cost of such promotions shall be calculated in exactly the same manner as described in Section I.

C. The total cost of promotions for the academic year 1975-1976 shall be compared to the total cost of promotions for the academic year 1973-1974. If the total cost of promotions for the academic year 1975-1976 is less than the total cost of promotions for the academic year 1973-1974, the residual amount shall be distributed, in the manner described below, to each FACULTY MEMBER on the Q4 and U4 salary schedule as of the first full pay period in the academic year 1975-1976. As soon as practicable after the necessary calculations mandated by Sections 1 and 2 have been completed, the residual amount shall be distributed in the following manner:

1. The residual amount (the difference between the total cost of promotions for the academic years 1975-1976 and 1973-1974) shall be divided by the number of full-time equivalent faculty members on the payroll as of the first full pay period in the academic year 1975-1976.

2. Each pay step of the Q4 and U4 salary schedule in effect at the beginning of the academic year 1975-1976 shall be appropriately adjusted to reflect the amount arrived at in paragraph 1 of this section.

D. It is understood and agreed that if the total cost of promotions for the academic year 1975-1976 is equal to or exceeds the total cost of promotions for the academic year 1973-1974, then no saving is realized by the COMMONWEALTH and there will be no adjustment of the Q4 or U4 salary schedule.

E. For each academic year beyond 1975-1976 contained within the life of this Agreement, the total cost of promotions effective at the beginning of the academic year shall be calculated in exactly the same manner as described in Section A. This cost for each subsequent academic year shall be compared to the total cost of promotions for the academic year 1973-1974 and the provisions of Sections C and D will govern where applicable by substituting the appropriate academic year for the academic year 1975-1976.

### APPENDIX III

#### INDEPENDENT STUDY PAYMENT FORMULA

The payment for independent study shall be according to the following formula:

Average full-time semester salary of bargaining unit x .0055\* =

Payment per independent study credit  
(rounded to next highest dollar)

\*The .0055 multiplier is the product of a joint examination of average instructional credit costs.

### APPENDIX IV

#### CHANGE OF STATUS

At least two weeks prior to September 1, 1974, or within two weeks after the successor Unit I Agreement is executed, whichever occurs later, each ADMINISTRATIVE FACULTY MEMBER in the following positions may elect to change his/her status to a TEACHING FACULTY MEMBER and thereafter be subject to all of the terms and conditions of the successor Unit I Agreement: Athletic Director, Director of Counseling, Psychological Counselors, Academic Counselors, Laboratory School Directors, Education Development Center Directors and Student Teaching Supervisors.

In addition, an ADMINISTRATIVE FACULTY MEMBER who teaches six or more hours as a regular assignment can elect to change his/her status in the same manner at the same time or at such time in the future as the teaching of six or more hours becomes a regular assignment. The teaching of six or more hours "as a regular assignment" occurs whenever the assignment of six or more hours is expected to continue indefinitely beyond one semester.

Any ADMINISTRATIVE FACULTY MEMBER who elects to be paid in accordance with the successor Unit I Agreement shall not receive an administrative increment during the period of time that he/she is being paid in accordance with the successor Unit I Agreement.

An ADMINISTRATIVE FACULTY MEMBER who elects a change in status shall retain his rank and shall be placed on the pay schedule or compensation plan for TEACHING FACULTY MEMBERS in the successor Unit I Agreement at the step which least exceeds the ADMINISTRATIVE FACULTY MEMBER'S then present biweekly rate of pay, excluding the administrative increment.

The COMMONWEALTH AND APSCUF agree to meet and discuss to determine whether additional positions should be permitted to elect a change of status.



APPENDIX IV. Continued

ACADEMIC FACULTY-PERA-R-775-C

Class Code

Class Title

2490

Instructor

2491

Assistant Professor

2492

Associate Professor

2493

Professor

ADMINISTRATIVE FACULTY-PERA-R-1354-C

Class Code

Class Title

2476

Instructor Administrator

2477

Assistant Professor Administrator

2478

Associate Professor Administrator

2479

Professor Administrator

MEMORANDUM OF UNDERSTANDING

Dated: October 2, 1974

With respect to the Collective Bargaining Agreement executed of even date herewith ("1974 AGREEMENT") the following is to be considered an elaboration and clarification thereof and is to have the same force and effect as if it appeared in 1974 AGREEMENT.

1. APSCUF and the COMMONWEALTH have previously entered into a Collective Bargaining Agreement ("Unit II AGREEMENT") covering those employees who are engaged in the administrative operations of the state colleges and university certified by the PLRB in Case No. PERA-R-1354-C.

2. Unit II AGREEMENT provides that it "shall continue in effect until (1) the Pennsylvania Labor Relations Board approves the merger of the units certified in Case No. PERA-R-775-C and Case No. PERA-R-1354-C and the successor Unit I Agreement becomes effective or (2) September 1, 1975, whichever occurs sooner. In the event of the prior occurrence of (1) of this Article, the successor Unit I Agreement shall succeed this Agreement on the date the successor Unit I Agreement becomes effective, except that Article XXXV, SALARIES AFTER SEPTEMBER 1, 1974, Article XXXIX, CHANGE OF STATUS and all of the subsections, sections and articles specifically set forth in Article XXXVII, OTHER TERMS AND CONDITIONS AFTER SEPTEMBER 1, 1974 shall be additions to the successor Unit I Agreement, which additions shall be applicable only to ADMINISTRATIVE FACULTY MEMBERS and shall supersede any conflicting provisions of the successor Unit I Agreement."

3. The Commonwealth and APSCUF filed a Joint Request with the Board requesting a merger of Units I and II.

4. By order dated August 22, 1974 the PLRB denied the request.

5. During 1974 the Commonwealth and APSCUF engaged in joint bargaining affecting Units I and II. 1974 AGREEMENT is the product of such negotiations.

6. The PLRB recognized these multi-unit negotiations in its Order of August 29, 1974 and said:

"The Board would find nothing improper with the Commonwealth and the Association bargaining jointly for these two units and entering into a joint contract as a culmination of these negotiations."

7. It is understood and agreed that 1974 AGREEMENT is valid and binding upon the Commonwealth and both Units I and II with equal legal force and effect as if the PLRB had approved a merger of the units and that 1974 AGREEMENT is a "successor Unit I Agreement" within the meaning of Article XL. TERM OF Unit II AGREEMENT, binding upon Unit II and effective on the date of its execution as a successor Unit I Agreement.

MEMORANDUM OF UNDERSTANDING. Continued

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed and sealed the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

By Milton J. Skapp  
Milton J. Skapp, Chairman

By Bernard Ingster  
Bernard Ingster, Chief Negotiator

By Sharon Amoroso  
Sharon Amoroso, Negotiator

By Charles Carison  
Charles Carison, Negotiator

By Robert Gaylor  
Robert Gaylor, Negotiator

By Thomas M. Krapsho  
Thomas Krapsho, Negotiator

ASSOCIATION OF PENNSYLVANIA STATE  
COLLEGE AND UNIVERSITY FACULTIES  
(APSCUF)

By Michael Montemuro  
Michael Montemuro, Chairman

By Martin Morand  
Martin Morand, Chief Negotiator

By Henry Fazio  
Henry Fazio, Negotiator

By Holman Jenkins  
Holman Jenkins, Negotiator

By Michael Montemuro  
Michael Montemuro, Negotiator

By Richard Waechter  
Richard Waechter, Negotiator

By Robert Winter  
Robert Winter, President

## DEFINITION OF PREPARATION

May 1, 1973

The following stipulations shall apply in identifying preparations as provided in Article XXIV, Section A-2, of the current AGREEMENT and in applying the compensation formula which was agreed to under date of January 31, 1973.

- I. In the following instances one or more courses identified with a single course number and/or course title shall be recognized as one preparation for the faculty member:
  - A. A lecture-discussion course.
  - B. A combination of the lecture and laboratory portions of a science course.
  - C. The laboratory portion of a science course if the faculty member does not also have responsibility for the lecture portion.
  - D. An industrial arts course or a studio course in art if the course provides credit on three or more levels of a given area - i.e., Sculpture I, Sculpture II, Sculpture III.
  - E. Any drill or laboratory course in fields such as industrial arts, home economics, or business if lecture-discussion credit is given in the work load of the instructor.
  - F. Any combination of private or individual lessons in one family of instruments, regardless of differing course numbers.
  - G. Assignment to supervision of student teaching which includes responsibility for practicum.
- II. In the following instances one or more courses identified with a single course number and/or course title shall be recognized as one half preparation:
  - A. An activity course in physical education.
  - B. A studio course in art if the course grants credit in only one or two levels of the given area - i.e., Sculpture I, Sculpture II.
  - C. Any drill or laboratory course in fields such as industrial arts, home economics, or business if no lecture-discussion credit is given in the work load of the instructor.
  - D. Any combination of private or individual lessons in voice or a single instrument regardless of different course numbers.
  - E. Any music performance course, other than individual lessons.

III. In the following instances no preparations are recognized:

- A. Any activity for which the faculty member is granted a reduction in teaching load.
- B. Part-time assignment to supervision of student teaching which does not include responsibility for the practicum.

IV. Further general stipulations:

- A. If two or more disparate or different courses are taught at one time and one place by a given faculty member each course shall be recognized as a half preparation.
- B. A course in which students may earn either graduate or undergraduate credits shall be treated as a single course if taught at the same time and place by a single instructor.
- C. In a team teaching situation each instructor will be credited with a preparation. However, the credit hours on which extra preparation compensation is computed may be pro-rated among the two or more faculty members teaching that course provided the credit hours are also pro-rated for work load credits.
- D. Mini-courses shall be recognized for preparation credit depending upon whether they fall under Section I or Section II above.
- E. An instructor will be granted preparation credit for all courses taught by him in a given semester or trimester as identified under Section I or Section II, regardless of the duration of the respective courses.

V. Manner and conditions for assignment of extra preparations:

A fourth preparation may be assigned at the discretion of the college administration if the total teaching load does not exceed the maximum stipulated in the agreement. The prior approval of the faculty member and the department chairman must be obtained for a fourth preparation if the total load exceeds the stipulated maximum and for any preparations in excess of four.

## COMMONWEALTH/APSCUF

### Cooperative College/University Development Program Through Non-Retrenchment of Faculty

The COMMONWEALTH and APSCUF jointly recognize the need to maintain each of the 14 state-owned colleges and university as centers for distinguished teaching programs of excellence and also as centers for the professional support of community-based programs related to improving the lives of citizens of Pennsylvania.

The COMMONWEALTH recognizes that leadership for such program development and expansions of enrollments in the COLLEGES will be required from both academic management and the organized resources of the FACULTY as expressed through their representation by APSCUF.

In order to help insure the success of these opportunities to retain and to attract new students to the COLLEGES, APSCUF will continue its commitment to the participation of current FACULTY in new missions efforts as expressed in the Statement of Mutual Understandings of November 2, 1973, and the COMMONWEALTH will not retrench (lay off) FACULTY MEMBERS for the academic year 1974-1975 or the academic year 1975-1976.

This policy will apply to ACADEMIC FACULTY MEMBERS identified in the Statement of Mutual Understandings described above, and the corresponding ADMINISTRATIVE FACULTY. The parties agree to continue their respective practices of the academic year 1973-1974 with regard to FACULTY vacancies and the protection of the program status of FACULTY MEMBERS who engage in approved new mission programs.

September 1, 1974

## SUPPLEMENTAL AGREEMENT

January 31, 1973

This supplemental agreement is entered into pursuant to and in accordance with the provisions of Article XXIV, Section A.2. of the current Collective Bargaining Agreement between the parties. Nothing in this supplemental agreement shall be deemed to in any way alter, modify, or diminish any of the provisions of the said current Collective Bargaining Agreement, dated September 5, 1972.

The parties have agreed to the following "Compensation Formula":

One and one-half percent of the faculty member's current academic year's salary per course credit hour shall be paid to each faculty member who is eligible under the provisions of Article XXIV of the current Collective Bargaining Agreement between the parties. The course(s) with the least number of credit hours shall be used when applying this "Compensation Formula".

Where preparations beyond three are assigned and, coincident with such assignment, credit hours beyond the standard of Article XXIV, A.1., are assigned, the pay shall be determined by application of the "Compensation Formula" or the formula set forth in Article XXI, B.1, whichever is greater.

Initially, the Employer will apply the "Compensation Formula" to all additional preparation assignments which have been made for the 1972-73 academic year where in the Employer's judgement such application is appropriate. The parties agree to endeavor to reconcile any differences of opinion as to what constitutes an extra preparation through a series of local and state-level "meet-and-discuss" sessions. All recommendations, understandings, and conclusions, etc., reached at said local or state-level "meet-and-discuss" sessions are subject to final approval by the parties to this Agreement.

The parties to this Agreement have not agreed on the "Manner and Conditions" under which such assignments will be made. "Manner and Conditions" will be dealt with at the "meet-and-discuss" sessions hereinbefore referred to, with a view to resolution prior to any extra preparation assignments for the 1973-74 academic year and subject to the same final approval by the parties to this Agreement.

This Agreement is without prejudice to the contractual rights of either party in regard to any of the issues dealt with herein.

In the event final agreement is not reached by the Parties before extra preparation assignments are made for the 1973-74 academic year, then the Parties may assert any rights heretofore available to them under the current Collective Bargaining Agreement, specifically on the part of APSCUF/PAHE, the right to pursue any grievances already filed on the subjects dealt with in this Agreement.

Association of Pennsylvania State  
College and University Faculties/  
Pennsylvania Association for Higher  
Education

Commonwealth of Pennsylvania

s. Richard Keller 1/31/73

s. C. W. Myers 1/31/73

# SUPPLEMENTAL AGREEMENT

January 7, 1976

Article XXIX of the Collective Bargaining Agreement states in part, "The Faculty Member may not accept students for more than nine academic credit hours of independent study per semester." As a result of discussions on the matter, the Commonwealth and APSCUF agreed that the same provision related to summer independent study also, with three academic credit hours being the appropriate level. Our mutual reasoning was that when a faculty member is carrying a regular workload of 11 or more hours, he or she cannot do justice to more than nine independent study credit hours.

The provision of the CBA cited above has been the source of some problems at the campuses in that faculty members have accepted and managers have approved in some instances more than the maximum number of hours stated in the collective bargaining agreement.

In an effort to deal equitably with the problems, the Commonwealth and APSCUF agreed on a formula of compensation that will discourage the acceptance or approval of more than the maximum hours.

Where more than the maximum hours are accepted and approved the following formula of compensation will be used:

Credit Hours Taught	Faculty Members will receive payment for	Educational Services Trust Fund will receive payment from the college for
1-9	1-9	0
10	8	2
11	7	4
12	6	6
13	5	8
14	4	10
15	3	12
16	2	14
17	1	16
18	0	18
more than 18	0	18

Association of Pennsylvania State  
College and University Faculties

Commonwealth of Pennsylvania

s. Martin J. Morand  
Executive Director

s. David W. Hornbeck  
Deputy Secretary of Education

s. Christ J. Zervanos  
Director of Labor Relations  
Office of Administration



APSCUF/COMMONWEALTH AGREEMENT COVERING SALARIES FOR THE ACADEMIC YEARS  
1975-1976 and 1976-1977 and TERM OF AGREEMENT

With regard to Article XX, Salaries and Overload, Section A, "Salaries for Full-time Faculty Members", the salaries payable to Academic Faculty Members in active pay status for the academic year 1974-1975 under paragraph 1 of the of the section and article shall be increased by 3.83 percent for Academic Faculty Members in active pay status for the academic year 1975-1976. With regard to the salaries payable to Administrative Faculty Members in active pay status for the academic year 1974-1975 under paragraph 2 of this same article and section, such salaries shall also be increased by 3.83 percent for Administrative Faculty Members in active pay status for the academic year 1975-1976. Commensurate salary schedule changes shall also be made.

These changes shall be implemented at the earliest feasible date and shall be retroactive to the start of the pay period including August 31, 1975. The retroactive pay for this period including August 31, 1975 and the date of implementation of this increase shall be paid as a separate lump sum.

With regard to the salaries payable to both Academic Faculty Members and Administrative Faculty Members in active pay status for the academic year 1976-1977; such salaries shall be increased above those in effect during 1975-1976 by 4.0 percent effective with the pay period including August 31, 1976.

Reopened salary negotiations shall commence of September 1, 1976 and on each succeeding September 1 of each year of the term of this agreement except that this shall not preclude an agreement on salaries for a period longer than one year during the term of this agreement as specified below.

In every year during the term of this agreement, negotiated salary increases and commensurate salary schedule changes will be effective at the beginning of the pay period that includes August 31 of that year.

In the event the parties cannot agree on a salary settlement as a result of any negotiations conducted under this agreement, the determination of salary increases shall be made in the manner provided for in Article XX, Section A, sub-paragraphs b,c,d, and e of paragraph 3 of the Collective Bargaining Agreement effective as of September 1, 1974, except that the dates and time periods specified therein shall be changed to reflect the appropriate dates and time periods covered by the negotiations carried out under this agreement.

With regard to Article XXXVI, Term of Agreement, this agreement shall be effective as of March 17, 1976 and shall remain in full force and effect to and including June 30, 1979, except, however, that this date shall be changed in the event that either of two conditions described below exists. If the second of the two conditions occurs, it will be controlling with regard to the term of this agreement:

Condition 1. If on June 30, 1979, the term of the collective bargaining agreement covering the largest number of Commonwealth Employees ends in the year 1979, then this APSCUF agreement terminates as of June 30, 1979. If, however, on June 30, 1979, the same agreement identified in the sentence above has a term ending in the year 1980 or 1981, or beyond, then this APSCUF agreement will terminate on June 30, 1980 or June 30, 1981 or in a year beyond in conformance with the year specified in the referenced agreement.

Condition 2. If prior to June 30, 1979 or to an adjusted date of the term of agreement in accordance with "Condition 1" above there is a change in the legal employer of the Faculty of the Pennsylvania State Colleges and University, as identified in the paragraph immediately preceding the "Witnesseth" paragraphs on Page 1 of the APSCUF/Commonwealth Collective Bargaining Agreement effective September 1, 1974 (the "Brown Book"), then the present agreement will apply in its totality and will remain in full force and effect to the end of the second fiscal year occurring after the new employer has full legal authority for the employment of the Faculty of the "Colleges" as the term "Colleges" is defined on Page 1 of the September 1, 1974 agreement.

If the parties find that a condition affecting the colleges requires a term of agreement not anticipated under either "Condition 1" or "Condition 2" above, the parties may, by mutual agreement, redefine the term of this agreement to serve the best interests of the students and the colleges.

This agreement shall automatically renew itself from year to year thereafter unless, not later than sixty (60) days prior to the expiration of the then current term of agreement, either party shall serve written notice on the other of its desire to terminate, modify or amend this agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed and sealed on March 17, 1976.

Commonwealth of Pennsylvania

Association of Pennsylvania  
State College and University  
Faculties (APSCUF)

By Milton J. Shapp  
Milton J. Shapp, Governor

By Martin J. Morand  
Martin Morand, Executive Director

By Bernard Ingster  
Bernard Ingster, Chief Negotiator

By Ramelle McCoy  
Ramelle McCoy, Associate Director

# APSCUF

ASSOCIATION OF  
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